

# City Council Meeting Agenda

September 12, 2023

6:00 p.m.

City of Turlock Yosemite Room  
156 S. Broadway, Turlock, California

**AMENDMENT NO. 2**

**09/11/2023**



Mayor  
**Amy Bublak**

Council Members  
**Kevin Bixel**  
**Cassandra Abram**  
**Rebecka Monez**  
**Pam Franco**  
Vice Mayor

City Manager  
**Reagan M. Wilson**  
City Clerk  
**Julie Christel**  
City Attorney  
**George A. Petrulakis**

**SPEAKER CARDS:** To accommodate those wishing to address the Council and allow for staff follow-up, speaker cards are available for any agenda item or any other topic delivered under Public Comment. Please fill out and provide the Comment Card to the City Clerk or Police Officer.

**NOTICE REGARDING NON-ENGLISH SPEAKERS:** The Turlock City Council meetings are conducted in English and translation to other languages is not provided. Please make arrangements for an interpreter if necessary.

**EQUAL ACCESS POLICY:** If you have a disability which affects your access to public facilities or services, please contact the City Clerk's Office at (209) 668-5540. The City is committed to taking all reasonable measures to provide access to its facilities and services. Please allow sufficient time for the City to process and respond to your request.

**NOTICE:** Pursuant to California Government Code Section 54954.3, any member of the public may directly address the City Council on any item appearing on the agenda, including Consent Calendar and Public Hearing items, before or during the City Council's consideration of the item. Members of the public will be allowed three (3) minutes for comments.

**AGENDA PACKETS:** Prior to the City Council meeting, a complete Agenda Packet is available for review on the City's website at [www.cityofturlock.org](http://www.cityofturlock.org) and in the City Clerk's Office at 156 S. Broadway, Suite 230, Turlock, during normal business hours. Materials related to an item on this Agenda submitted to the Council after distribution of the Agenda Packet are also available for public inspection in the City Clerk's Office. Such documents may be available on the City's website subject to staff's ability to post the documents before the meeting.

## **CALL TO ORDER SALUTE TO THE FLAG ROLL CALL AND DECLARATION OF CONFLICTS**

### **1. APPROVAL OF AGENDA AS POSTED OR AMENDED**

This is the time for the City Council to remove items from the agenda or to change the order of the agenda. Matters may be taken up out of order of the established agenda by a four-fifths vote of the City Council.

### **2. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, ANNOUNCEMENTS, PRESENTATIONS, AND BRIEFINGS**

- Updated** A. Presentation      CDBG-CV (Covid) Update (*Fagan*)  
B. Briefing                Potential City Council Policies for City Council Committees (*Bublak*)  
**Updated** C. Briefing                Sales Tax Update (*Moreno*)

### **3. PUBLIC PARTICIPATION**

Pursuant to California Government Code Section 54954.3(a), this is the time set aside for members of the public to directly address the City Council on any item of interest to the public that is within the subject matter jurisdiction of the City Council and to address the Council on any item on tonight's agenda, including Consent Calendar items. You will be allowed three (3) minutes for your comments. If you wish to speak regarding an item on the agenda, you may be asked to defer your remarks until the Council addresses the matter. Pursuant to California Government Code Section 54954.2(a)(3), no action or discussion may be undertaken on any item not appearing on the posted agenda, except that the City Council, or its staff, may briefly respond to comments or questions from members of the public, provide a reference to staff or other resources for factual information, or direct staff to place the issue on a future agenda.

**CITY OF TURLOCK  
CITY COUNCIL  
REGULAR MEETING AGENDA  
TUESDAY, SEPTEMBER 12, 2023**

**Next City Council Resolution: 2023-201**

**Next Ordinance: 1307-CS**

**4. MOTION WAIVING READING OF ALL ORDINANCES ON THE AGENDA, EXCEPT BY TITLE**

**5. CONSENT CALENDAR**

Information concerning the consent items listed hereinbelow has been forwarded to each Councilmember prior to this meeting for study. Unless the Mayor, a Councilmember or member of the audience has questions concerning the Consent Calendar, the items are approved at one time by the Council. The action taken by the Council in approving the consent items is set forth in the explanation of the individual items.

- A. Motion: Accepting Weekly Demands of 08/17/2023 in the amount of \$1,597,127.27, 08/24/2023 in the amount of \$3,890,358.71, EFT Payments of April 2023 in the amount of \$6,706,850.23, May 2023 in the amount of \$3,622,616.85, and June 2023 in the amount of \$3,962,434.34
- B. Motion: Accepting Minutes of the 08/22/2023 Regular Meeting of the City of Turlock City Council
- C. Resolution 2023-XXX: Approving a Settlement Agreement and Release, Contract Change Order No. 2 (Final) in the amount of \$47,500 (Non-General Fund - Fund 410 Water Quality Control), bringing the contract total to \$266,857.80, and authorizing the City Engineer to file a Notice of Completion for City Project No. 20-026 "RWQCF Flotator No. 3 Recoating" (*Fremming*)
- D. 1) Resolution 2023-XXX: Appropriating \$178,540 to Fund 218 "Measure L" account number 218-40-462-51270 "Construction Project" to be funded by Fund 218 "Measure L" unallocated reserves for City Project No. 22-035 "Intersection Improvements at Countryside Drive and Business Entrance"
- 2) Resolution 2023-XXX: Approving a Professional Services Agreement with Sandis, of Modesto, California, in a form approved by the City Attorney, in the not-to-exceed-amount of \$138,540 for professional design services for City Project No. 22-035 "Intersection Improvements at Countryside Drive and Business Entrance" to be funded by Fund 218 "Measure L" account number 218-40-462-51270 (*Schulze*)
- E. Resolution 2023-XXX: Authorizing the City Manager to enter into an agreement with Konica Minolta Business Solutions U.S.A., Inc. (Konica Minolta), for document management services, in an amount not to exceed \$300,000 for three (3) years, where funding has been budgeted in the respective departments account 43226 "Document Imaging System" and contingent on the availability of budgeted funds (*Showalter*)
- F. Resolution 2023-XXX: Authorizing the City Manager to enter into an agreement with Mid Valley IT for a one (1) year term, not to exceed the value of \$100,000 with the option for two (2) one (1) year extensions, not to exceed the value of \$300,000, if all renewal periods are exercised, from Fund 501 "Information Technology" account 501-10-130.43060\_000 "Contract Services" for specialized support and project consulting (*Showalter*)
- G. Resolution 2023-XXX: Re-appropriating \$401,940 to account number 412-51-536.51270 "Construction Project" from Fund 412 "Sewer Construction" unallocated reserves and re-appropriating \$291,060 to account number 421-52-552.51270 "Construction Project" from Fund 421 "Water Line Construction" unallocated reserves to provide adequate funding for City Project No. 20-013 "Water and Sewer Main Extensions – N. Golden State Boulevard" in Fiscal Year 2023-24 (*Schulze*)

**CITY OF TURLOCK  
CITY COUNCIL  
REGULAR MEETING AGENDA  
TUESDAY, SEPTEMBER 12, 2023**

**Next City Council Resolution: 2023-201**

**Next Ordinance: 1307-CS**

**6. FINAL READINGS**

**7. PUBLIC HEARINGS**

- A. Approving the Fiscal Year 2022-2023 Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant Program (CDBG), CDBG-CARES and HOME Investment Partnership Program (HOME), and authorizing submission of the CAPER to the United States Department of Housing and Urban Development (HUD), and authorizing the City Manager to execute related necessary documents (*Quintero*)

**Recommended Action:** Resolution 2023-XXX: Approving the Fiscal Year 2022-2023 Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant Program (CDBG), CDBG-CARES and HOME Investment Partnership Program (HOME), and authorizing submission of the CAPER to the United States Department of Housing and Urban Development (HUD), and authorizing the City Manager to execute related necessary documents

**8. ACTION ITEMS**

- A. Rescinding Resolution No. 2023-087 authorizing the City Manager, or their designee, to negotiate a ground lease agreement and any collateral agreements, in a form approved by the City Attorney, with Custom Containers 915 for transitional housing units, for homeless veterans and seniors (*Quintero*)

**Updated**

**Recommended Action:** 2023-XXX: **Rescinding Resolution No. 2023-087** authorizing the City Manager, or their designee, authority to negotiate a ground lease agreement and any collateral agreements, in a form approved by the City Attorney, with Custom Containers 915 for transitional housing units, for homeless veterans and seniors

- B. 1) Appropriating \$1,363,368.00 from Fund 117 "Cannabis" unassigned reserves to account number 117-10-190.48001\_335 "Transfers Out to F301 for Columbia Pool" and Fund 301 "Capital Improvement" account number 301-50-520.38001\_335 "Transfers In Fr F117 Cannabis for Columbia Pool" to be expensed from account number 301-50-520.51300 "Construction Repairs/Improvements" to provide necessary funding for City Project No. 19-51 "Columbia Pool Improvements"; 2) Appropriating \$923,756.00 to Fund 301 "Capital Improvement," account number 301-50-520.51300 "Construction Repairs/Improvements" from unallocated reserves; 3) Appropriating \$805,000.00 from Fund 119 "American Rescue Plan Act" unassigned reserves to account number 119-10-118-48003\_004 "Transfers Out – ARPA Columbia Pool Improvements" and Fund 301 "Capital Improvement" account number 301-50-520.38001\_004 "Transfers In-ARPA Columbia Pool Improvements" to be expensed from account number 301-50-520.51300 "Construction Repairs/Improvements" to provide necessary funding for City Project No. 19-51 "Columbia Pool Improvements"; and 4) Awarding bid and approving an Agreement with Bobo Construction, Inc., of Elk Grove, California, in a form approved by the City Attorney, in the amount of \$5,770,695.04 and authorizing a contingency amount of \$350,000.00 (6.1%) for construction of City Project No. 19-51 "Columbia Pool Improvements" to be funded by Fund 301 "Capital Improvement" account number 301-50-520.51300 (*Schulze*)

**CITY OF TURLOCK  
CITY COUNCIL  
REGULAR MEETING AGENDA  
TUESDAY, SEPTEMBER 12, 2023**

**Next City Council Resolution: 2023-201**

**Next Ordinance: 1307-CS**

**Recommended Action:**

- 1) Resolution 2023-XXX: Appropriating \$1,363,368.00 from Fund 117 “Cannabis” unassigned reserves to account number 117-10-190.48001\_335 “Transfers Out to F301 for Columbia Pool” and Fund 301 “Capital Improvement” account number 301-50-520.38001\_335 “Transfers In Fr F117 Cannabis for Columbia Pool” to be expensed from account number 301-50-520.51300 “Construction Repairs/Improvements” to provide necessary funding for City Project No. 19-51 “Columbia Pool Improvements”
  - 2) Resolution 2023-XXX: Appropriating \$923,756.00 to Fund 301 “Capital Improvement,” account number 301-50-520.51300 “Construction Repairs/Improvements” from unallocated reserves
  - 3) Resolution 2023-XXX: Appropriating \$805,000.00 from Fund 119 “American Rescue Plan Act” unassigned reserves to account number 119-10-118-48003\_004 “Transfers Out – ARPA Columbia Pool Improvements” and Fund 301 “Capital Improvement” account number 301-50-520.38001\_004 “Transfers In-ARPA Columbia Pool Improvements” to be expensed from account number 301-50-520.51300 “Construction Repairs/Improvements” to provide necessary funding for City Project No. 19-51 “Columbia Pool Improvements”
  - 4) Resolution 2023-XXX: Awarding bid and approving an Agreement with Bobo Construction, Inc., of Elk Grove, California, in a form approved by the City Attorney, in the amount of \$5,770,695.04 and authorizing a contingency amount of \$350,000.00 (6.1%) for construction of City Project No. 19-51 “Columbia Pool Improvements” to be funded by Fund 301 “Capital Improvement” account number 301-50-520.51300
- C. Awarding bid and approving an Agreement between the City of Turlock and Sfadia Inc. dba Green Energy Innovations of Buena Park, California in the amount of \$395,000.00 and authorizing a contingency amount of \$39,500.00 (10%) for construction of City Project No. 21-044 "Pedretti Park Lighting Improvements" to be funded by Fund 120 “Tourism” account number 120-10-120.51270 “Construction Project” (*Schulze*)
- Recommended Action:** Resolution 2023-XXX: Awarding bid and approving an Agreement between the City of Turlock and Sfadia Inc. dba Green Energy Innovations of Buena Park, California in the amount of \$395,000.00 and authorizing a contingency amount of \$39,500.00 (10%) for construction of City Project No. 21-044 "Pedretti Park Lighting Improvements" to be funded by Fund 120 “Tourism” account number 120-10-120.51270 “Construction Project”
- D. Affirming the Community Events and Activities Grant Funding as submitted by the Parks, Arts, and Recreation Commission (PARC) (*Vargas*)
- Recommended Action:** Resolution 2023-XXX: Affirming the Community Events and Activities Grant Funding as submitted by the Parks, Arts, and Recreation Commission (PARC)
- E. Awarding bid and approving an Agreement with Knife River Construction, of Stockton, California in the amount of \$4,591,036.00 and authorizing a contingency amount of \$229,552.00 (5.0%) for construction of City Project No. 18-67 "Water Main and Sewer Replacement 2023" to be funded by Fund 420 “Water Enterprise” account number 420-52-551.51126 (*Schulze*)

**CITY OF TURLOCK  
CITY COUNCIL  
REGULAR MEETING AGENDA  
TUESDAY, SEPTEMBER 12, 2023**

**Next City Council Resolution: 2023-201**

**Next Ordinance: 1307-CS**

**Recommended Action:** Resolution 2023-XXX: Awarding bid and approving an Agreement with Knife River Construction, of Stockton, California in the amount of \$4,591,036.00 and authorizing a contingency amount of \$229,552.00 (5.0%) for construction of City Project No. 18-67 "Water Main and Sewer Replacement 2023" to be funded by Fund 420 "Water Enterprise" account number 420-52-551.51126

**9. CITY MANAGER REPORTS/UPDATES**

City Manager reports/updates are provided for informational purposes only and no action or discussion may be undertaken. The City Manager may direct department heads to provide reports/updates at the City Manager's request.

A. City Manager's Monthly Reports (*Wilson*)

**10. COUNCIL ITEMS FOR FUTURE CONSIDERATION**

**11. COUNCILMEMBER QUESTIONS, COMMENTS, AND ANNOUNCEMENTS**

Councilmembers may ask questions, provide comments, and make brief announcements on notable topics of interest. The Brown Act does not allow discussion or action by the legislative body.

**12. CLOSED SESSION**

**13. REPORTS FROM CLOSED SESSION**

**14. ADJOURNMENT**

**DECLARATION OF POSTING**

I, Julie Christel, City Clerk for the City of Turlock, certify that I caused to be posted a copy of the City of Turlock City Council Agenda for the Regular Meeting of Tuesday, September 12, 2023 at City Hall, 156 S. Broadway, Turlock, California, 95380 on Thursday, September 7, 2023.

Dated: September 7, 2023

/s/Julie Christel

Julie Christel  
City Clerk

**Updated**  
**Agenda Item 2A**

**Presentation**

**CDBG-CV (Covid) Update**  
**William Fagan**

# CDBG-CV WORKSHOP

---

COMMUNITY DEVELOPMENT BLOCK GRANT-CARES

09/12/2023



## HISTORY OF CDBG-CV

---

- The Coronavirus Aid, Relief, and Recovery Act (CARES ACT) was signed into law on March 27, 2020. Funds were made available in supplemental Community Development Block Grant (CDBG) funding to prevent, prepare for and respond to the Coronavirus now and in the future.
- Grantees were provided funds to help to combat Coronavirus in their communities.



# AWARD

---

- The City of Turlock received two awards totaling \$861,502
  - CDBG-CV 1= \$386,829
  - CDBG-CV 2= \$474,673

# EXPENDED AND REMAINING FUNDS

---

- Expended
  - Community Housing and Shelter Services (CHSS) \$94,120
    - CHSS provided mortgage, utility, and rental assistance in fiscal year 2021-2022
- Remaining
  - Programs \$605,278
  - Administration \$162,104

# ELIGIBLE USES

---

**ACTIVITIES MUST ASSIST TO PREVENT, PREPARE FOR AND RESPOND TO THE CORONAVIRUS NOW AND IN THE FUTURE.**

- Public Services
- Public Facilities and Improvements
- Economic Development
- Ongoing Coronavirus Recovery
- Administration and Planning

# PUBLIC SERVICES

---

- Emergency Grant Payments (Must be Covid related)
  - Rent, Mortgage and Utility
  - Housing Counseling
  - Food Banks or Pantries
  - Personal Protective Equipment (PPE)
    - Eligible presumed benefit
    - Residential area at least 51% of LMI

# PUBLIC FACILITIES AND IMPROVEMENTS

---

- Medical Facilities and Clinics
- Emergency Shelters
- Non-Congregate Shelters
- Day Access Centers
- Social Service Facilities
- Childcare Facilities
- Crisis Call Centers
- Internet Access
- Public Rights-of-Way
- Outdoor Recreational Facilities
- Improvements to Buildings for Accessibility and Remote Access to Public Meetings

# ECONOMIC DEVELOPMENT

---

- Direct Assistance to businesses or Business District
  - Direct financial assistance grants or loans
  - Repurpose manufacturers
  - Public design changes and adaption

# ONGOING CORONAVIRUS RECOVERY

---

- Education programs for students who have fallen behind
- Job training programs to support career changes for those who lost their jobs
- Housing counseling and credit repair services
- Broadband infrastructure projects to expand high speed internet access
- Public facility improvements
  - Ventilation
  - Other protectants against airborne viruses

# WHAT ARE THE COMMUNITY NEEDS

---





# IDEAS FOR PROJECTS FOR CDBG-CV

---

- Turlock Senior Center – upgrade of facility for ADA exterior door access, HVAC with Hepa filters, improved WIFI, touchless fixtures in restrooms, roofs and additional insulation.
- Marty Yerby Center – upgrade of the facility with ADA exterior door access, HVAC with Hepa filters and upgrade the restrooms for ADA accessibility and touchless fixtures.

The estimated funds for these projects would be less than remaining program funds available in CDBG-CV.

The CDBG-CV Survey from December 2022 proposed project for downtown bollards was suggested, but determined that it was not eligible for CDBG-CV Funding. The other proposed items of interest were Broadband Infrastructure, Education for Students, Social Service Facilities and Improvements to Building for Accessibility.

## NEXT STEPS FOR CDBG-CV

---

After Council review of CDBG-CV information and proposed projects, Housing staff would need direction as to how use the remaining funds. To move forward on these projects or any other projects the City would be required to amend the 2020-2021 Annual Action Plan to allocate funds for the projects that are approved by Council.

Currently the Funding for CDBG-CV is allocated to Public Services and Administration. There is currently \$605,278 remaining in Public Services and \$162,104 remaining in Administration.

The Deadline for expenditure of all funds in the CDBG-CV grant is September 9, 2026.

# CONTACT INFORMATION HOUSING PROGRAM SERVICES

---

- Rosa Casas, Housing Finance Specialist
- 156 S. Broadway Ste. 140, Turlock, CA 95380
- rcasas@Turlock.ca.us
- 209-668-5439



**Agenda Item 2B**

**Briefing**

**Potential City Council Policies for City Council Committees  
Mayor Bublak**

**Updated**  
**Agenda Item 2C**

**Briefing**

**Sales Tax Update**  
**Director Moreno**

## General Overview

California sales tax receipts decreased by 0.2% over the same quarter from last year, with Northern California reporting a 0.9% decrease compared to a 0.3% increase for Southern California. Sales tax receipts for the City of Turlock increased by 13.8% over the same period.

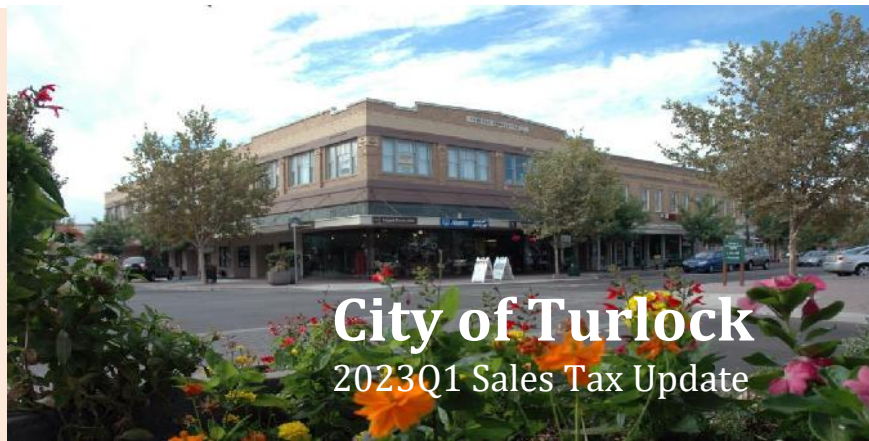
**Economic Activity:** Real Gross Domestic Product (GDP) increased at an annual rate of 1.6% in the first quarter of 2023. U.S. inflation decreased to 5.0% in March of 2023 compared to the same month a year ago. California's headline inflation was 5.4% year over year as of February of 2023. (DIR, BEA, BLS, April Finance Bulletin)

**Employment:** The U.S. unemployment rate decreased slightly to 3.5% in March of 2023. California's unemployment rate increased slightly to 4.4% in March of 2023, 0.3 percentage point higher than November of 2022 rate of 4.1%. (BLS, March Finance Bulletin)

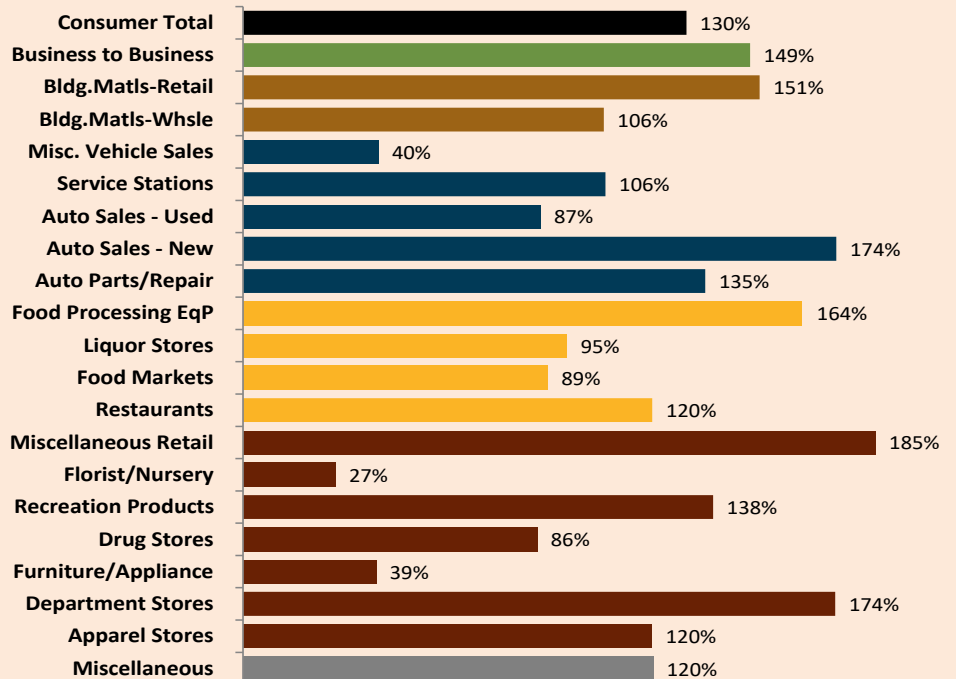
**Personal Income:** U.S. personal income increased by 6.2% for the first quarter of 2023, compared to same quarter previous year. Compensation of employees increased by 6.9% while personal current taxes decreased by 6.5% from the previous period, resulting in a net gain of 8.4% in disposable income. The increase of disposable income generated a 20.6% increase in US personal savings for the first quarter of 2023, compared to same quarter previous year. (BEA)

## Quarterly Business Activity Performance Analysis

2023Q1 Taxable Sales	\$	429.8	million
2022Q1 Taxable Sales	\$	392.1	million
Percent Change		9.6%	



## 1st Quarter 2023 Sales Tax & Capture Gap Analysis Report STANISLAUS COUNTY REGION

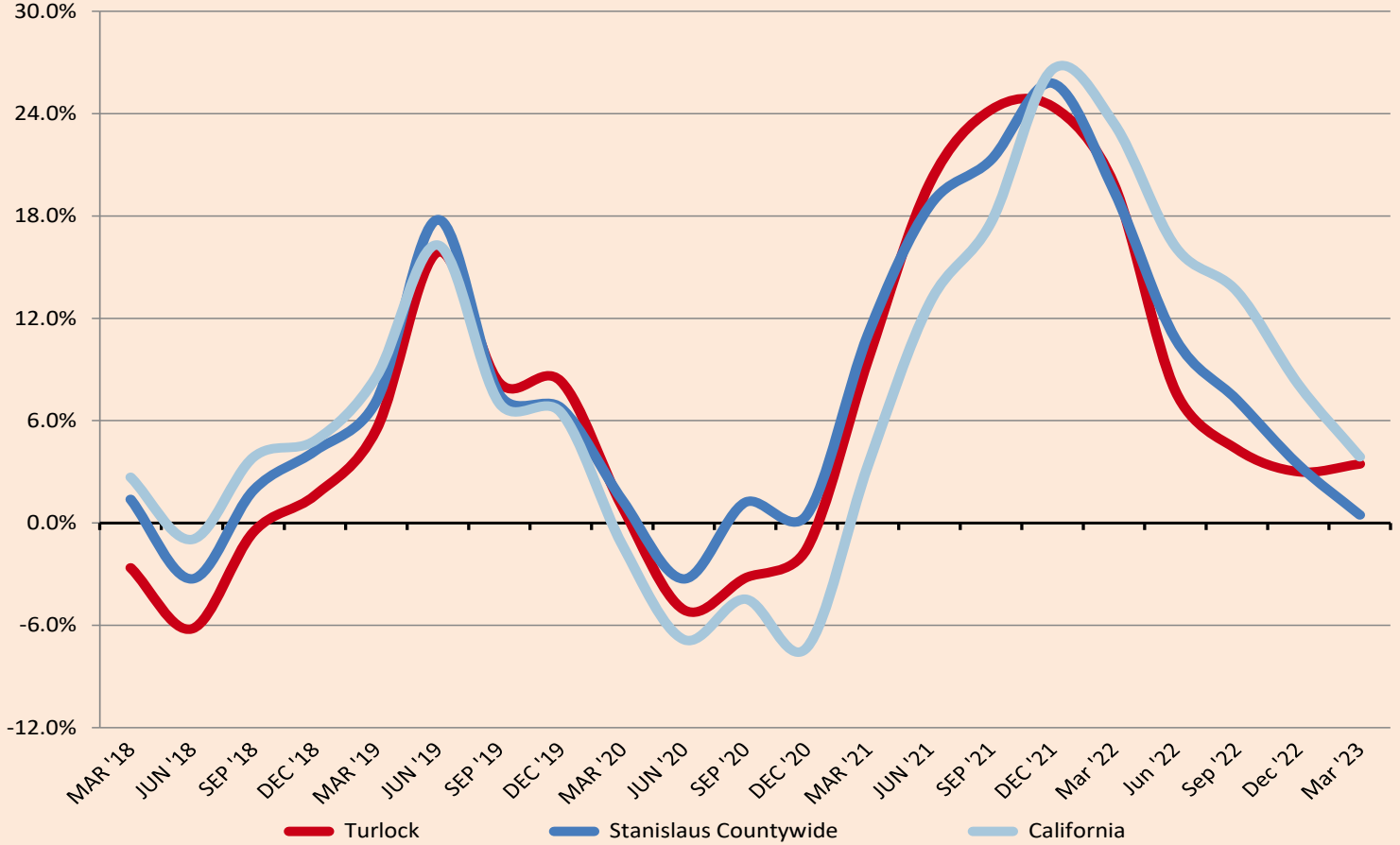


## Top 25 Sales & Use Tax Generators

The list is alphabetical and is based on sales from April, 2022 through March 2023. These twenty five businesses generate 52.8% of Turlock's Sales and Use Tax Revenue.

AMAZON.COM - EC	IND. ELECTRIC SUPPLY	SAFEMART SERVICE STATIONS
AMAZON.COM SERVICES - EC	JKB ENERGY	SHELL SERVICE STATIONS
ARCO AM/PM MINI MARTS	JOE M.GOMES AND SONS	SMITH CHEVROLET
BONANDER PONTIAC/BUICK/GMC	KOHL'S DEPARTMENT STORES	TARGET STORES
CHEVRON SERVICE STATIONS	LOWE'S HOME CENTERS	TJ MAXX
COSTCO WHOLESALE	MCDONALD'S RESTAURANTS	TURLOCK CRYSLR DDGE JEEP RAM
FIRE HOUSE COOPERATIVE - MMD	N & S TURLOCK	VALERO SERVICE STATIONS
GARTON FORD TRACTOR	ROSS STORES	WAL MART STORES
HOME DEPOT		

Annualized Change in Sales Tax Cash Receipts



Sales Tax Revenue on a Cash Basis

	2023Q1	2022Q1	% Change
General Retail	1,963,423	1,218,846	61.1%
Food Products	795,590	728,235	9.2%
Transportation	863,849	842,961	2.5%
Construction	281,054	474,707	-40.8%
Business To Business	434,571	525,982	-17.4%
Miscellaneous	58,887	57,162	3.0%
<b>Gross 1%</b>	<b>4,397,373</b>	<b>3,847,893</b>	<b>14.3%</b>
County Pool	797,565	722,582	10.4%
State Pool	3,292	4,946	-33.4%
County Sharing	(259,911)	(228,771)	-13.6%
Administration	(25,303)	(28,805)	12.2%
<b>Subtotal</b>	<b>515,643</b>	<b>469,952</b>	<b>9.7%</b>
<b>Total Sales Tax</b>	<b>4,913,016</b>	<b>4,317,846</b>	<b>13.8%</b>

Sales Tax Cash Basis Performance Stanislaus County

	% Change
Ceres	-3.7%
Modesto	-3.2%
Newman	-9.2%
Oakdale	-7.8%
Patterson	5.2%
Riverbank	-8.6%
Turlock	13.8%
Waterford	-33.7%
Hughson	-28.9%
Stanislaus County	-9.1%
Countywide	-2.6%

# Payment Register

From Payment Date: 8/11/2023 - To Payment Date: 8/17/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
139366	08/17/2023	Open			Accounts Payable	A-Z BUS SALES INC	\$54.77		
	Invoice		Date	Description		Amount			
	INVSAC9389		08/03/2023	LAMP RED CLEARANCE MARKER		\$54.77			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$54.77			
139367	08/17/2023	Open			Accounts Payable	ABS DIRECT INC	\$14,562.47		
	Invoice		Date	Description		Amount			
	132668		07/20/2023	UT STATEMENT - 7/10/23		\$13,186.00			
	132675		07/20/2023	UT DELINQ - JULY 2023		\$613.40			
	132742		07/31/2023	PRINT LICENSE 7-24-23		\$187.92			
	132695		07/24/2023	PRINT LICENSE 7-17-23		\$293.14			
	132819		08/02/2023	PRINT LICENSE 7-31-23		\$282.01			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$5,241.13			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$4,478.08			
	420 - WATER			420.11000 (Cash)		\$4,843.26			
139368	08/17/2023	Open			Accounts Payable	AIRGAS NCN	\$1,497.28		
	Invoice		Date	Description		Amount			
	5501338272		07/31/2023	Cylinder rental July 2023		\$1,434.18			
	5501338273		07/31/2023	Cylinder rental for large Helium July 2023		\$63.10			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,497.28			
139369	08/17/2023	Open			Accounts Payable	ALFA LAVAL INC.	\$1,428.75		
	Invoice		Date	Description		Amount			
	283759691		11/21/2022	SHE GASKET SHEET		\$1,428.75			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$1,428.75			
139370	08/17/2023	Open			Accounts Payable	ANDREW MIKKELSEN DBA CALSCADA LLC	\$6,300.00		
	Invoice		Date	Description		Amount			
	1059		08/03/2023	SERVICE CALL		\$2,400.00			
	1058		08/03/2023	SERVICE CALL		\$2,100.00			
	1060		08/09/2023	SERVICE CALL		\$1,800.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$4,500.00			
	416 - Recycled Water Sales			416.11000 (Cash)		\$1,800.00			
139371	08/17/2023	Open			Accounts Payable	Animal Damage Management, Inc	\$8,640.00		
	Invoice		Date	Description		Amount			
	296219		06/16/2023	GOPHER CONTROL - JUNE 2023		\$5,400.00			
	296181		06/09/2023	GOPHER CONTROL - JUNE 2023		\$3,240.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$4,320.00			
	246 - Landscape Assessment			246.11000 (Cash)		\$4,320.00			



# Payment Register

From Payment Date: 8/11/2023 - To Payment Date: 8/17/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
139372	08/17/2023	Open			Accounts Payable	AQUA AEROBIC SYSTEMS INC	\$8,155.95		
	Invoice		Date	Description			Amount		
	1038486		08/07/2023	TERTIARY CLOTH FILTER REPAIRS AND PREVENTATIVE MAINTENANCE			\$8,155.95		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$8,155.95		
139373	08/17/2023	Open			Accounts Payable	Aramark Uniform Services	\$4,017.72		
	Invoice		Date	Description			Amount		
	7/31/23		07/31/2023	UNIFORM RENTAL & LAUNDRY SERVICES - JULY 2023			\$4,017.72		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$1,374.52		
	205 - Sports Facilities			205.11000 (Cash)			\$126.62		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$189.15		
	246 - Landscape Assessment			246.11000 (Cash)			\$243.88		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,372.43		
	420 - WATER			420.11000 (Cash)			\$287.09		
	426 - Transit			426.11000 (Cash)			\$111.20		
	505 - Fleet			505.11000 (Cash)			\$312.83		
139374	08/17/2023	Open			Accounts Payable	AT&T MOBILITY	\$292.37		
	Invoice		Date	Description			Amount		
	X07272023		07/19/2023	WIRELESS CHARGES FOR FIRE IPADS - JUL 2023			\$292.37		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$292.37		
139375	08/17/2023	Open			Accounts Payable	BARNES WELDING SUPPLY	\$93.31		
	Invoice		Date	Description			Amount		
	63223026		07/27/2023	Electrodes			\$93.31		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$93.31		
139376	08/17/2023	Open			Accounts Payable	BAUER COMPRESSORS INC	\$1,759.83		
	Invoice		Date	Description			Amount		
	0000309529		07/12/2023	ANNUAL PM			\$1,759.83		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$1,759.83		
139377	08/17/2023	Open			Accounts Payable	BONANDER TRUCKS	\$549.13		
	Invoice		Date	Description			Amount		
	268045		08/04/2023	VALVE KIT SEAL V #1349			\$83.03		
	268041		08/04/2023	SEAL EVAPORATOR V #1349			\$264.71		
	268039		08/04/2023	RETAINER RECEPTACLE V #4416			\$45.69		
	267973		08/02/2023	ACTUATOR			\$155.70		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$503.44		
	246 - Landscape Assessment			246.11000 (Cash)			\$45.69		
139378	08/17/2023	Open			Accounts Payable	CAPITOL BARRICADE INC	\$4,762.12		
	Invoice		Date	Description			Amount		
	154169		06/13/2023	CAPITOL BARRICADE SQUARE POSTS			\$4,762.12		
	Paying Fund			Cash Account			Amount		

# Payment Register

From Payment Date: 8/11/2023 - To Payment Date: 8/17/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	217 - Streets - Gas Tax			217.11000 (Cash)			\$4,762.12		
139379	08/17/2023	Open			Accounts Payable	CHAMPION INDUSTRIAL	\$13,529.10		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	76235		06/19/2023		No AC - AC Unit #8 - CITY HALL		\$1,723.10		
	76238		06/19/2023		AC Repair - DAR		\$434.81		
	76277		06/22/2023		AC Repair - WQC		\$3,047.54		
	76279		06/22/2023		AC Repair - CITY HALL IT		\$3,666.16		
	76295		06/22/2023		AC Repair - WQC		\$1,838.90		
	76425		07/05/2023		AC Repair - SENIOR CENTER		\$918.59		
	76426		07/05/2023		AC Repair - TPD		\$1,900.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund			110.11000 (Cash)			\$4,976.50		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$4,886.44		
	501 - Information Technology			501.11000 (Cash)			\$3,666.16		
139380	08/17/2023	Open			Accounts Payable	CHARTER COMMUNICATIONS	\$1,117.28		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	0465535080123		08/01/2023		8203 13 001 0465535 / Admin Internet-2014 INDEPENDENCE-D.LEWIS		\$84.98		
	0695883080123		08/01/2023		8203 13 001 0695883 / 901 S Walnut Rd (WQC)		\$99.98		
	0763228080123		08/01/2023		8203 13 001 0763228 / IT Internet-4304 ARCADIAN DR. L.MACHADO		\$89.99		
	0461088080123		08/01/2023		8203 13 001 0461088 / City Hall		\$399.00		
	0780628080123		08/01/2023		8203 13 001 0780628 / 244 N Broadway (PSF TV)		\$443.33		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund			110.11000 (Cash)			\$528.31		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$49.99		
	420 - WATER			420.11000 (Cash)			\$49.99		
	501 - Information Technology			501.11000 (Cash)			\$488.99		
139381	08/17/2023	Open			Accounts Payable	CITY OF MODESTO	\$31,272.87		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	138848		07/03/2023		FIRE ADMINISTRATIVE SERVICES JULY 2023		\$31,272.87		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund			110.11000 (Cash)			\$31,272.87		
139382	08/17/2023	Open			Accounts Payable	Community Health Centers of America	\$75,000.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	CHCA 2044		08/01/2023		CHC for Portable Medical & Behavioral Health Care Svcs - Aug 23		\$37,500.00		
	CHCA 1926		07/01/2023		CHC for Portable Medical & Behavioral Health Care Svcs - July 23		\$37,500.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	119 - American Rescue Plan Act			119.11000 (Cash)			\$75,000.00		
139383	08/17/2023	Open			Accounts Payable	CULLIGAN INC	\$90.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	7.31.23		07/31/2023		ACCT #180900 De-ionized water for WQC Lab 08/1/23 -08/31/23		\$90.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$90.00		

# Payment Register

From Payment Date: 8/11/2023 - To Payment Date: 8/17/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
139384	08/17/2023	Open			Accounts Payable	CUSTOM LOCKSMITH & ALARM INC	\$284.92		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	131868		07/28/2023		SUPPLIES		\$45.62		
	131879		08/11/2023		SUPPLIES		\$22.05		
	131806		05/23/2023		SUPPLIES		\$217.25		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$239.30		
	246 - Landscape Assessment				246.11000 (Cash)		\$45.62		
139385	08/17/2023	Open			Accounts Payable	DUBLIN AUTOMOTIVE GROUP DBA TURLOCK CHRYSLER DODGE	\$390.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	27795		07/19/2023		KEYS V #1352		\$195.00		
	28135		08/02/2023		KEYS V #1322		\$195.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$390.00		
139386	08/17/2023	Open			Accounts Payable	EDGES ELECTRICAL GROUP LLC	\$1,355.73		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	S5890828.001		07/06/2023		Candela sports lamp		\$538.65		
	S5890828.002		07/12/2023		Freight charges for INV S5890828.001		\$175.98		
	S5908101.001		07/19/2023		Open purchase order for miscellaneous electrical supplies		\$641.10		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	205 - Sports Facilities				205.11000 (Cash)		\$714.63		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$641.10		
139387	08/17/2023	Open			Accounts Payable	EQUIFAX	\$10.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	2057066565		08/06/2023		EQUIFAX-CREDIT CHECK SERVICES- 8/6/23 Statement		\$10.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	255 - CDBG				255.11000 (Cash)		\$10.00		
139388	08/17/2023	Open			Accounts Payable	FASTENAL COMPANY INC	\$899.50		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	CATUR187992		07/28/2023		Miscellaneous supplies for Municipal Services		\$899.50		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$899.50		
139389	08/17/2023	Open			Accounts Payable	FEDERAL EXPRESS	\$369.96		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	8-220-20012		08/11/2023		SHIPPING CHARGES FOR 8/11/23		\$230.83		
	8-205-90174		07/28/2023		SHIPPING CHARGES FOR 7/28/23		\$139.13		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$309.37		
	115 - Measure A - Roads				115.11000 (Cash)		\$35.77		
	420 - WATER				420.11000 (Cash)		\$24.82		
139390	08/17/2023	Open			Accounts Payable	FISHER SCIENTIFIC PRO INC	\$207.72		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	4378581		07/07/2023		ACCUMET DJ GEL PH ELECTRODE		\$207.72		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		

# Payment Register

From Payment Date: 8/11/2023 - To Payment Date: 8/17/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$207.72		
139391	08/17/2023	Open			Accounts Payable	GARTON TRACTOR INC	\$769.53		
	Invoice		Date	Description			Amount		
	P1924201		06/08/2023	Parts & Supplies			\$769.53		
	Paying Fund			Cash Account			Amount		
	246 - Landscape Assessment			246.11000 (Cash)			\$769.53		
139392	08/17/2023	Open			Accounts Payable	GEOANALYTICAL LAB INC	\$18,475.20		
	Invoice		Date	Description			Amount		
	J3G0507		07/05/2023	DRINKING WATER WELL ANALYSIS			\$1,626.80		
	J3G0510		07/05/2023	DRINKING WATER WELL ANALYSIS			\$1,248.45		
	J3G0605		07/06/2023	PRS STATION MONITORING W37 (CONFLUENCE)			\$738.15		
	J3G0504		07/05/2023	QUARTERLY WASTEWATER SAMPLES			\$417.55		
	J3G2013		07/20/2023	MONTHLY WASTEWATER SAMPLES			\$66.00		
	J3G1307		07/13/2023	PRS STATION MONITORING W24 (CONFLUENCE)			\$738.15		
	J3G1306		07/13/2023	PRS STATION MONITORING W37 (CONFLUENCE)			\$738.15		
	J3G1209		07/12/2023	WELL 38 RAW & TREATED ARSENIC (PROCESS CONTROL)			\$338.00		
	J3G0606		07/06/2023	PRS STATION MONITORING W24 (CONFLUENCE)			\$738.15		
	J3G0305		07/05/2023	QUARTERLY OUTFALL SAMPLING			\$103.40		
	J3G1302		07/13/2023	WELL #20			\$101.00		
	J3G0301		07/03/2023	LEAD AND COPPER			\$1,344.00		
	J3G1212		07/12/2023	LEAD AND COPPER			\$69.00		
	J3G0505		07/05/2023	MONTHLY WASTEWATER SAMPLES			\$46.20		
	J3G1312		07/13/2023	DOWNTOWN PCE REMEDIATION			\$1,494.00		
	J3G1213		07/12/2023	SLUDGE			\$165.00		
	J3G0601		07/06/2023	MONTHLY WASTEWATER SAMPLES			\$66.00		
	J3G0503		07/05/2023	MONTHLY WASTEWATER SAMPLES			\$176.00		
	J3G0502		07/05/2023	QUARTERLY WASTEWATER SAMPLES			\$49.50		
	J3G0501		07/05/2023	MONTHLY WASTEWATER SAMPLES			\$42.00		
	J3G1002		07/06/2023	LABORATORY ANALYSIS SERVICES			\$101.00		
	J3G0520		07/05/2023	DRINKING WATER WELL ANALYSIS			\$32.00		
	J3G0519		07/05/2023	DRINKING WATER WELL ANALYSIS			\$32.00		
	J3G0518		07/05/2023	DRINKING WATER WELL ANALYSIS			\$364.35		
	J3G0517		07/05/2023	DRINKING WATER WELL ANALYSIS			\$32.00		
	J3G0516		07/05/2023	DRINKING WATER WELL ANALYSIS			\$32.00		
	J3G0515		07/05/2023	LABORATORY ANALYSIS SERVICES			\$32.00		
	J3G0509		07/05/2023	DRINKING WATER WELL ANALYSIS			\$59.00		
	J3G0508		07/05/2023	DRINKING WATER WELL ANALYSIS			\$328.00		
	J3G1801		07/18/2023	MONTHLY WASTEWATER SAMPLES			\$46.20		
	J3H0101		08/01/2023	MONTHLY WASTEWATER ANALYSIS THMS			\$176.00		
	J3H0301		08/03/2023	BIMONTHLY WASTEWATER ANALYSIS - NITRATE + NITRITE AS N			\$66.00		
	J3G1918		07/19/2023	WATER CHARACTERIZATION MONITORING			\$275.00		
	J3G1904		07/19/2023	WATER CHARACTERIZATION MONITORING			\$747.55		
	J3G1917		07/19/2023	WATER CHARACTERIZATION MONITORING			\$649.00		
	J3H0110		08/01/2023	LEAD AND COPPER			\$537.60		
	J3H0108		08/01/2023	DRINKING WATER WELL ANALYSIS - NITRATE			\$32.00		
	J3H0107		08/01/2023	DRINKING WATER WELL ANALYSIS - NITRATE			\$32.00		
	J3G2712		07/27/2023	LEAD AND COPPER			\$1,478.40		

# Payment Register

From Payment Date: 8/11/2023 - To Payment Date: 8/17/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	J3G2711		07/27/2023			PRS STATION MONITORING W37 (CONFLUENCE)	\$738.15		
	J3G2710		07/27/2023			PRS STATION MONITORING W24 (CONFLUENCE)	\$738.15		
	J3G2007		07/20/2023			PRS STATION MONITORING W37 (CONFLUENCE)	\$738.15		
	J3G2006		07/20/2023			PRS STATION MONITORING W24 (CONFLUENCE)	\$738.15		
	J3G2617		07/26/2023			SLUDGE	\$165.00		
	Paying Fund					Cash Account	Amount		
	410 - WATER QUALITY CONTROL (WQC)					410.11000 (Cash)	\$3,256.40		
	420 - WATER					420.11000 (Cash)	\$15,218.80		
139393	08/17/2023	Open			Accounts Payable	GILLIG LLC	\$649.61		
	Invoice			Date	Description	Amount			
	41069981		08/02/2023		BRAKE PARTS	\$649.61			
	Paying Fund					Cash Account	Amount		
	426 - Transit					426.11000 (Cash)	\$649.61		
139394	08/17/2023	Open			Accounts Payable	GRAINGER INC, W W	\$4,037.98		
	Invoice			Date	Description	Amount			
	9762184407		07/06/2023		Supplies	\$8.84			
	9763641694		07/07/2023		Door wedge, measuring wheel	\$423.38			
	9765015020		07/10/2023		Ball valve	\$1,065.40			
	9766614797		07/11/2023		Drill & driver bit set, drill chuck, flat washer	\$497.24			
	9766993274		07/12/2023		Supplies	\$288.72			
	9772418951		07/17/2023		Batteries	\$154.60			
	9775481998		07/19/2023		Supplies	\$194.58			
	9775664619		07/19/2023		Supplies	\$89.73			
	9775943591		07/20/2023		Supplies	\$288.72			
	9776282957		07/20/2023		Supplies	\$221.81			
	9780063302		07/24/2023		Mobile grease	\$100.26			
	9780735131		07/24/2023		Impact wrench, steel socket, Bernzomatic	\$467.70			
	9798717584		08/09/2023		Flange	\$116.79			
	9767789739		07/12/2023		SUPPLIES	\$63.82			
	9782212576		07/25/2023		Cord set	\$18.45			
	9788854314		07/31/2023		V-Belt	\$37.94			
	Paying Fund					Cash Account	Amount		
	110 - General Fund					110.11000 (Cash)	\$180.61		
	216 - Streets - Local Transportation					216.11000 (Cash)	\$18.45		
	410 - WATER QUALITY CONTROL (WQC)					410.11000 (Cash)	\$3,838.92		
139395	08/17/2023	Open			Accounts Payable	GRISWOLD INDUSTRIES DBA CLA- VAL CO., GRISWOLD CASTING,, SOUNDCAST, ESI	\$817.97		
	Invoice			Date	Description	Amount			
	872866		07/11/2023		SUPPLIES	\$817.97			
	Paying Fund					Cash Account	Amount		
	416 - Recycled Water Sales					416.11000 (Cash)	\$817.97		
139396	08/17/2023	Open			Accounts Payable	HACH COMPANY	\$400.48		
	Invoice			Date	Description	Amount			
	13687441		08/07/2023		NITRATE TNT+	\$400.48			
	Paying Fund					Cash Account	Amount		
	410 - WATER QUALITY CONTROL (WQC)					410.11000 (Cash)	\$400.48		

# Payment Register

From Payment Date: 8/11/2023 - To Payment Date: 8/17/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
139397	08/17/2023	Open			Accounts Payable	HASA INC	\$127,943.16		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	908781		08/03/2023		SUPPLY AND DELIVERY OF SODIUM HYPOCHLORITE		\$15,843.68		
	908726		08/04/2023		SUPPLY AND DELIVERY OF SODIUM HYPOCHLORITE		\$7,984.75		
	906975		07/28/2023		SUPPLY AND DELIVERY OF SODIUM HYPOCHLORITE		\$15,017.79		
	904992		07/21/2023		SUPPLY AND DELIVERY OF SODIUM HYPOCHLORITE		\$15,040.37		
	904991		07/14/2023		SUPPLY AND DELIVERY OF SODIUM HYPOCHLORITE		\$14,359.65		
	904986		07/18/2023		SUPPLY AND DELIVERY OF SODIUM HYPOCHLORITE		\$14,408.05		
	904123		07/10/2023		SUPPLY AND DELIVERY OF SODIUM HYPOCHLORITE		\$14,691.95		
	904119		07/07/2023		SUPPLY AND DELIVERY OF SODIUM HYPOCHLORITE		\$15,556.55		
	905974		07/25/2023		SUPPLY AND DELIVERY OF SODIUM HYPOCHLORITE		\$15,040.37		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$127,943.16		
139398	08/17/2023	Open			Accounts Payable	HD SUPPLY INC, DBA USABLUBOOK	\$1,535.52		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	INV00092074		08/01/2023		HACH NITROGEN AMMONIA		\$1,535.52		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$1,535.52		
139399	08/17/2023	Open			Accounts Payable	HILMAR LUMBER INC	\$6,510.21		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	615880		07/11/2023		Supplies for Municipal Services		\$265.31		
	615977		07/12/2023		Gasket full face		\$82.62		
	616143		07/12/2023		Supplies for Municipal Services		\$1,143.37		
	617305		07/19/2023		Supplies for Municipal Services		\$266.77		
	617345		07/19/2023		Supplies for Municipal Services		\$9.89		
	617491		07/20/2023		Supplies for Municipal Services		\$31.41		
	617672		07/21/2023		Supplies for Municipal Services		\$24.76		
	618487		07/26/2023		Supplies for Municipal Services		\$43.96		
	619502		08/09/2023		Supplies for Municipal Services		\$448.62		
	619413		08/01/2023		2" PVC pipe		\$2,484.72		
	619495		08/01/2023		Garden sprayer, vinegar		\$40.90		
	618713		07/27/2023		Flange gaskets		\$100.44		
	619532		08/01/2023		Supplies for Municipal Services		\$148.90		
	619690		08/02/2023		Supplies for Municipal Services		\$720.87		
	619692		08/02/2023		Credit		(\$134.89)		
	619842		08/03/2023		Supplies for Municipal Services		\$832.56		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$9.89		
	246 - Landscape Assessment				246.11000 (Cash)		\$31.41		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$6,424.95		

# Payment Register

From Payment Date: 8/11/2023 - To Payment Date: 8/17/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	420 - WATER				420.11000 (Cash)		\$43.96		
139400	08/17/2023	Open			Accounts Payable	HIS TREE SERVICE INC	\$1,300.00		
	Invoice		Date	Description		Amount			
	12894		07/28/2023	111 GOLDEN STATE BLVD TREE WORK		\$1,300.00			
	Paying Fund			Cash Account		Amount			
	217 - Streets - Gas Tax				217.11000 (Cash)		\$1,300.00		
139401	08/17/2023	Open			Accounts Payable	INDEPENDENT ELECTRIC INC	\$7.86		
	Invoice		Date	Description		Amount			
	S106127329.001		08/03/2023	Bit		\$7.86			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$7.86		
139402	08/17/2023	Open			Accounts Payable	INDUSTRIAL EMERGENCY COUNCIL	\$7,500.00		
	Invoice		Date	Description		Amount			
	INV-004962		06/30/2023	BIG RIG TECHNICIAN		\$7,500.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund				110.11000 (Cash)		\$7,500.00		
139403	08/17/2023	Open			Accounts Payable	JONES & MAYER, LAW OFFICE	\$922.50		
	Invoice		Date	Description		Amount			
	116550		05/31/2023	May 2023 - Special Counsel		\$877.50			
	117073		06/30/2023	June 2023 - Special Counsel		\$45.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund				110.11000 (Cash)		\$922.50		
139404	08/17/2023	Open			Accounts Payable	KNOX COMPANY	\$20,289.81		
	Invoice		Date	Description		Amount			
	INV-KA-199564		06/28/2023	MEDVAULT 2.5 MINI		\$20,289.81			
	Paying Fund			Cash Account		Amount			
	110 - General Fund				110.11000 (Cash)		\$20,289.81		
139405	08/17/2023	Open			Accounts Payable	Life-Assist, Inc	\$145.34		
	Invoice		Date	Description		Amount			
	1342946		07/10/2023	QUICKCLOT		\$145.34			
	Paying Fund			Cash Account		Amount			
	110 - General Fund				110.11000 (Cash)		\$145.34		
139406	08/17/2023	Open			Accounts Payable	LINDSAY CORPORATION DBA ELECSYS INTERNATIONAL, LLC	\$30.00		
	Invoice		Date	Description		Amount			
	SIP-E181195		07/21/2023	JULY 2023 SAT DATA SERVICES		\$30.00			
	Paying Fund			Cash Account		Amount			
	416 - Recycled Water Sales				416.11000 (Cash)		\$30.00		
139407	08/17/2023	Open			Accounts Payable	MARTIN MARIETTA MATERIALS INC	\$818.26		
	Invoice		Date	Description		Amount			
	39910623		08/04/2023	ASPHALT		\$91.59			
	39929049		08/07/2023	ASPHALT		\$84.04			
	39928964		08/07/2023	ASPHALT		\$88.57			
	39392476		06/21/2023	MARTIN MARIETTA - ASPHALT		\$109.71			
	39896238		08/03/2023	ASPHALT		\$83.28			

# Payment Register

From Payment Date: 8/11/2023 - To Payment Date: 8/17/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	39757313		07/24/2023	ASPHALT			\$84.79		
	39827649		07/28/2023	ASPHALT			\$84.79		
	39810860		07/27/2023	ASPHALT			\$84.04		
	39844547		07/31/2023	ASPHALT			\$107.45		
	Paying Fund			Cash Account			Amount		
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)			\$818.26		
139408	08/17/2023	Open			Accounts Payable	MC COY TRUCK TIRE SERVICE CENTER INC	\$9,059.63		
	Invoice		Date	Description			Amount		
	10144049		08/04/2023	TIRES V #1065OO			\$8,467.63		
	10144050		07/31/2023	TIRES V #1065OO			\$592.00		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			\$9,059.63		
139409	08/17/2023	Open			Accounts Payable	MME	\$806.67		
	Invoice		Date	Description			Amount		
	012408		08/09/2023	GEAR PUMP ST20-7211			\$806.67		
	Paying Fund			Cash Account			Amount		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$806.67		
139410	08/17/2023	Open			Accounts Payable	NESTLE WATERS NORTH AMERICA	\$1,071.42		
	Invoice		Date	Description			Amount		
	03G0033242397		07/28/2023	5 GALLON NESTLE DRINKING WATER ELECTRICAL MAINT 6/27/23-7/26/23			\$118.97		
	03H0033242389		08/09/2023	5 GALLON NESTLE DRINKING WATER WAST MGMT 7.7.23-8.6.23			\$251.02		
	03H0033258518		08/09/2023	5 GALLON NESTLE DRINKING WATER RESOURCES 7.07.23-8.06.23			\$148.24		
	03H0033242363		08/09/2023	5 GALLON NESTLE DRINKING WATER UTILITIES 7.07.23-8.06.23			\$201.59		
	03H0033242330		08/09/2023	5 GALLON NESTLE DRINKING WATER FLEET 7.7.23-8.6.23			\$98.09		
	03H0033309543		08/09/2023	5 GALLON NESTLE WATER FACILITY MAINT 7.7.23- 8.6.23			\$253.51		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$126.75		
	246 - Landscape Assessment			246.11000 (Cash)			\$126.76		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$359.90		
	420 - WATER			420.11000 (Cash)			\$359.92		
	505 - Fleet			505.11000 (Cash)			\$98.09		
139411	08/17/2023	Open			Accounts Payable	NEXT LEVEL PARTS INC	\$4,374.43		
	Invoice		Date	Description			Amount		
	8577-406812		08/03/2023	BATTERY V #1332			\$186.35		
	8577-406706		08/01/2023	RADIATOR CAP			\$17.34		
	8577-406703		08/01/2023	PVF 18797			\$449.60		
	8577-406748		08/02/2023	OIL FILTER EL20-627			\$15.58		
	8577-406760		08/02/2023	RADIATOR CAP			\$8.67		
	8577-406744		08/02/2023	BATTERY			\$401.11		
	8577-406704		08/01/2023	HT COUNT LED			\$240.89		
	8577-407114		08/08/2023	BATTERY			\$186.35		



# Payment Register

From Payment Date: 8/11/2023 - To Payment Date: 8/17/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	8577-407115		08/08/2023		BATTERY EL02-676		\$164.17		
	8577-406927		08/04/2023		SEAT COVER V #4319		\$366.38		
	8577-406907		08/04/2023		OIL		\$7.78		
	8577-406908		08/04/2023		OIL		\$7.78		
	8577-406900		08/04/2023		CROWN VIC CORNER SIGNAL HG03-363		\$62.46		
	8577-407228		08/09/2023		BATTERY		\$357.44		
	8577-406394		07/27/2023		COMBO SWITCH		\$156.76		
	8577-406358		07/26/2023		VPOR CNSTER PRGE VLVE		\$43.20		
	8577-406375		07/27/2023		BRAKE PADS POL19-1350		\$180.72		
	8577-406275		07/25/2023		SERP BELT		\$94.55		
	8577-406319		07/26/2023		ANT 00319		\$205.04		
	8577-406406		07/27/2023		BRAKE PADS POL19-1350		\$190.60		
	8577-406349		07/26/2023		DRIVE BELT TENSIONER		\$514.34		
	8577-404943		07/06/2023		COOLANT FOR GENERATOR WQC RSPS #1		\$23.48		
	8577-407204		08/09/2023		BRAKE PADS PK17-4602		\$103.06		
	8577-407080		08/07/2023		EL02-676		\$16.73		
	8577-407010		08/07/2023		CIRCUIT BREAKER		\$374.05		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$3,558.67		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$7.78		
	255 - CDBG				255.11000 (Cash)		\$62.46		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$219.96		
	426 - Transit				426.11000 (Cash)		\$525.56		
139412	08/17/2023	Open			Accounts Payable	NORMAC INC		\$2,758.88	
	Invoice			Date	Description		Amount		
	0011874631-001			07/21/2023	IRRIGATION Parts		\$1,184.79		
	0011734638-002			07/19/2023	IRRIGATION Parts		\$1,574.09		
	Paying Fund				Cash Account		Amount		
	246 - Landscape Assessment				246.11000 (Cash)		\$2,758.88		
139413	08/17/2023	Open			Accounts Payable	OREILLY AUTO PARTS		\$1,673.56	
	Invoice			Date	Description		Amount		
	2800-347391			08/08/2023	SWITCH ASY EL02-676		\$34.15		
	2800-347078			08/07/2023	NEW COMPLRESS AD05-0414		\$247.06		
	2800-347519			08/08/2023	PWR WND0 SW POL08-1284		\$98.00		
	2800-346267			08/04/2023	EXPAN VALVE		\$93.52		
	2800-346184			08/04/2023	TENSIONER		\$130.83		
	2800-347036			08/07/2023	PLIER SET		\$231.17		
	2800-347507			08/08/2023	ORIFIC TUBE ACCUMULATOR PRESS SWITCH AD05-0414		\$173.04		
	2800-343351			07/26/2023	CTRL ARM POL19-1350		\$297.50		
	2800-343528			07/27/2023	ANTIFREEZ		\$173.71		
	2800-343508			07/27/2023	TURN SIGNAL		\$103.72		
	2800-343507			07/27/2023	MIRROR ADHSV		\$48.77		
	2800-345408			08/02/2023	HVAC VAC TANK AND CHECK VALVE		\$42.09		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$537.79		
	246 - Landscape Assessment				246.11000 (Cash)		\$420.10		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$34.15		
	426 - Transit				426.11000 (Cash)		\$681.52		

# Payment Register

From Payment Date: 8/11/2023 - To Payment Date: 8/17/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
139414	08/17/2023	Open			Accounts Payable	OTIS ELEVATOR CO INC	\$5,462.08		
	Invoice		Date	Description		Amount			
	SW15759001		05/03/2023	5 year FLST, SPO		\$5,462.08			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$5,462.08			
139415	08/17/2023	Open			Accounts Payable	P G & E	\$2,839.35		
	Invoice		Date	Description		Amount			
	08-01-23 573Birc		08/01/2023	Acct 3511883216-7 for 573 Birchwood Wy 6/30/23-7/31/23		\$4.21			
	FIRE#3 8/4/23		08/04/2023	2087893140-9 / 501 E Monte Vista Ave		\$57.00			
	CITY HALL 8/8/23		08/08/2023	3254375586-5 / 156 S Broadway		\$38.56			
	FIRE#1 8/8/23		08/08/2023	3159594551-5 / 540 Marshall St		\$116.12			
	SENIOR 8/8/23		08/08/2023	2890831960-2 / 1191 Cahill St		\$63.23			
	FIRE#2 8/9/23		08/09/2023	6182877164-4 / 791 S Walnut Rd		\$27.91			
	AC 8/9/23		08/09/2023	6266210492-6 / 801 S Walnut Rd		\$15.63			
	WLNT#E 8/9/23		08/09/2023	6141210500-1 / 701 S Walnut Rd E		\$7.57			
	WQC 8/9/23		08/09/2023	6349543820-0 / 901 S Walnut Rd		\$69.58			
	WQC 8/09/23		08/09/2023	6307877156-3 / 901 S Walnut Rd		\$2,439.54			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$318.45			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$7.57			
	255 - CDBG			255.11000 (Cash)		\$4.21			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$2,509.12			
139416	08/17/2023	Open			Accounts Payable	Performance on Purpose	\$22,250.00		
	Invoice		Date	Description		Amount			
	1156		07/25/2023	Performance on Purpose July 2023		\$22,250.00			
	Paying Fund			Cash Account		Amount			
	118 - Measure A			118.11000 (Cash)		\$22,250.00			
139417	08/17/2023	Open			Accounts Payable	Platt Electric Supply	\$1,198.41		
	Invoice		Date	Description		Amount			
	4G5536		08/01/2023	New lamp for CNG slow fill		\$26.20			
	4G5594		08/02/2023	Ballast		\$566.72			
	4G78037		08/02/2023	MUNI SERVICES DEPARTMENT SUPPLIES		\$8.66			
	4G79678		08/04/2023	Photo cells		\$569.76			
	4G96245		08/03/2023	Breaker for Well #38		\$27.07			
	Paying Fund			Cash Account		Amount			
	205 - Sports Facilities			205.11000 (Cash)		\$566.72			
	246 - Landscape Assessment			246.11000 (Cash)		\$569.76			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$8.66			
	420 - WATER			420.11000 (Cash)		\$27.07			
	426 - Transit			426.11000 (Cash)		\$26.20			
139418	08/17/2023	Open			Accounts Payable	PODS ENTERPRISES, LLC	\$228.10		
	Invoice		Date	Description		Amount			
	PODS005446875		07/14/2023	701 S. Walnut Rd, 7/14/23-8/13/23		\$228.10			
	Paying Fund			Cash Account		Amount			
	246 - Landscape Assessment			246.11000 (Cash)		\$228.10			

# Payment Register

From Payment Date: 8/11/2023 - To Payment Date: 8/17/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
139419	08/17/2023	Open			Accounts Payable	PROCLEAN SUPPLY	\$4,276.74		
	Invoice		Date	Description		Amount			
	583026		06/22/2023	Supplies		\$4,276.74			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$4,276.74			
139420	08/17/2023	Open			Accounts Payable	REED INC, GEORGE	\$351.16		
	Invoice		Date	Description		Amount			
	100307158		08/08/2023	ASPHALT FOR STREETS		\$120.78			
	100307015		08/07/2023	ASPHALT FOR STREETS		\$111.00			
	100301195		06/09/2023	ASPHALT FOR STREETS		\$119.38			
	Paying Fund			Cash Account		Amount			
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)		\$351.16			
139421	08/17/2023	Open			Accounts Payable	RUSH TRUCK CENTERS OF CALIFORNIA, INC.	\$4,216.35		
	Invoice		Date	Description		Amount			
	3033082705		07/05/2023	BRACKET ENG FRONT SUPPORT REC16-005		\$157.51			
	3033521816		07/27/2023	FAN AND MOTOR ASY OP16-618		\$272.92			
	3033499783		07/27/2023	KIT EXH RON COOLER		\$1,990.89			
	3033658737		08/07/2023	MOULDING POL17-1337		\$463.35			
	3033627728		08/04/2023	PIN HINGE		\$77.56			
	3033642624		08/04/2023	MIRROR ASY REAR VIEW ST17-7166		\$209.14			
	3033634364		08/04/2023	SENSOR ASY POL17-1317		\$147.73			
	3033591927		08/01/2023	HOSE HEATER WATER OP17-617		\$79.02			
	3033619448		08/03/2023	TUBE VENTILLATION POL17-1317		\$86.35			
	3033618767		08/03/2023	COMPRESSOR ASY FR08-286		\$731.88			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,664.38			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$209.14			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$351.94			
	426 - Transit			426.11000 (Cash)		\$1,990.89			
139422	08/17/2023	Open			Accounts Payable	SHARPENING SHOP	\$12,494.06		
	Invoice		Date	Description		Amount			
	402807		07/19/2023	EQUIPMENT AND SERVICES		\$40.81			
	403614		08/01/2023	EQUIPMENT AND SERVICES		\$1,416.43			
	400817		06/16/2023	EQUIPMENT AND SERVICES		\$1,613.05			
	400691		06/15/2023	EQUIPMENT AND SERVICES		\$1,327.04			
	400444		06/12/2023	EQUIPMENT AND SERVICES		\$2,407.09			
	399991		06/06/2023	EQUIPMENT AND SERVICES		\$1,249.06			
	400213		06/08/2023	EQUIPMENT AND SERVICES		\$2,467.92			
	400616		06/14/2023	EQUIPMENT AND SERVICES		\$1,972.66			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$2,013.47			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$1,613.05			
	246 - Landscape Assessment			246.11000 (Cash)		\$8,867.54			
139423	08/17/2023	Open			Accounts Payable	SOUTHERN TIRE MART	\$1,739.03		
	Invoice		Date	Description		Amount			
	7320006946		08/09/2023	TIRES		\$988.26			
	7320006922		08/08/2023	TIRES		\$750.77			
	Paying Fund			Cash Account		Amount			

# Payment Register

From Payment Date: 8/11/2023 - To Payment Date: 8/17/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference	
139424	110 - General Fund			110.11000 (Cash)			\$988.26			
	426 - Transit			426.11000 (Cash)			\$750.77			
	08/17/2023	Open			Accounts Payable	STERICYCLE INC		\$78.75		
	Invoice	Date	Description	Amount						
	3006565074	08/01/2023	ST#4 - STERI-SAFE MONTHLY TREATMENT	\$26.25						
	3006565075	08/01/2023	ST#2 - STERI-SAFE MONTHLY TREATMENT	\$26.25						
	3006565076	08/01/2023	ST#3 - STERI-SAFE MONTHLY TREATMENT	\$26.25						
Paying Fund			Cash Account			Amount				
110 - General Fund			110.11000 (Cash)			\$78.75				
139425	08/17/2023					Accounts Payable	T I D		\$1,344.00	
	Invoice	Date	Description	Amount						
	29521	08/09/2023	Communications cable pole attachment fee-first half of 2023	\$1,344.00						
	Paying Fund			Cash Account			Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$672.00			
	420 - WATER			420.11000 (Cash)			\$672.00			
	139426	08/17/2023					Accounts Payable	THORSEN'S-NORQUIST, INC.		\$1,082.17
Invoice		Date	Description	Amount						
1137834		07/13/2023	ST#1 - SNAKE KITCHEN DRAIN	\$327.50						
1137880		07/25/2023	SERVICE LABOR	\$754.67						
Paying Fund			Cash Account			Amount				
110 - General Fund			110.11000 (Cash)			\$1,082.17				
139427		08/17/2023					Accounts Payable	THree 21 LLC dba Pacific Timesheet		\$3,780.00
	Invoice	Date	Description	Amount						
	279625692	07/27/2023	Pacific Timesheet Annual Cloud Service 2023-2024	\$3,780.00						
	Paying Fund			Cash Account			Amount			
	426 - Transit			426.11000 (Cash)			\$648.00			
	502 - Engineering			502.11000 (Cash)			\$3,132.00			
	139428	08/17/2023					Accounts Payable	TURLOCK JOURNAL		\$216.28
Invoice		Date	Description	Amount						
346390		07/31/2023	Legal Ad 4347 - Committee & Commission Vacancies	\$45.00						
346389		07/31/2023	Legal Ad 4346 - Ordinance 1306 Garbage, Recyclable Waste	\$60.00						
346409		07/31/2023	Utilities Maintenance Worker 7/1/23-7/1/23	\$111.28						
Paying Fund			Cash Account			Amount				
118 - Measure A			118.11000 (Cash)			\$45.00				
204 - SolidWaste/Recycle/PublicEducati			204.11000 (Cash)			\$60.00				
410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$55.64				
420 - WATER			420.11000 (Cash)			\$55.64				
139429		08/17/2023					Accounts Payable	TURLOCK SCAVENGER CO INC		\$1,000,000.00
	Invoice	Date	Description	Amount						
	AUG 2023 Payment	08/14/2023	AUGUST 2023 PAYMENT	\$1,000,000.00						
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			\$1,000,000.00			
139430	08/17/2023					Accounts Payable	TURLOCK UMPIRE GROUP		\$4,319.00	
	Invoice	Date	Description	Amount						
	2023-05	08/10/2023	ADULT SOFTBALL GAMES - July 2023	\$4,319.00						

# Payment Register

From Payment Date: 8/11/2023 - To Payment Date: 8/17/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference	
							Amount			
							Cash Account			
							110.11000 (Cash)	\$4,319.00		
139431	08/17/2023	Open			Accounts Payable	TURLOCK UNIFIED SCHOOL DISTICT		\$1,330.00		
							Amount			
							Invoice			
							240001	08/10/2023	Pool Use - July 2023	\$1,330.00
							Cash Account			
							110.11000 (Cash)	\$1,330.00		
139432	08/17/2023	Open			Accounts Payable	UNDERGROUND SERVICE ALERT		\$3,128.78		
							Amount			
							Invoice			
							2023131228	07/20/2023	2023 Membership & USA Billable Tickets	\$3,128.78
							Cash Account			
							420 - WATER	420.11000 (Cash)	\$3,128.78	
139433	08/17/2023	Open			Accounts Payable	UNITED RENTAL INC		\$526.78		
							Amount			
							Invoice			
							222617980-001	07/27/2023	BLADE DI	\$526.78
							Cash Account			
							410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$526.78	
139434	08/17/2023	Open			Accounts Payable	UNIVAR SOLUTIONS USA INC		\$36,955.98		
							Amount			
							Invoice			
							51231348	06/14/2023	SODIUM HYPOCHLORITE	\$8,065.57
							51335244	08/18/2023	SODIUM BISULFITE	\$9,649.00
							51286623	08/02/2023	SODIUM BISULFITE	\$9,701.52
							51305528	08/06/2023	SODIUM BISULFITE	\$9,539.89
							Cash Account			
							410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$36,955.98	
139435	08/17/2023	Open			Accounts Payable	Vestra Resources, Inc.		\$4,163.25		
							Amount			
							Invoice			
							82212-6	06/30/2023	GIS Professional Services through 06/30/23	\$4,163.25
							Cash Account			
							501 - Information Technology	501.11000 (Cash)	\$4,163.25	
139436	08/17/2023	Open			Accounts Payable	VWR INTERNATIONAL INC		\$333.36		
							Amount			
							Invoice			
							8813601659	07/28/2023	VWR THERMOMETER	\$190.81
							8813510358	07/19/2023	BDH BUFFER PH 10 BLUE 20L, BDH BUFFER PH 4 RED 20L	\$142.55
							Cash Account			
							420 - WATER	420.11000 (Cash)	\$333.36	
139437	08/17/2023	Open			Accounts Payable	WESCO DISTRIBUTION INC		\$10,027.28		
							Amount			
							Invoice			
							367985	07/03/2023	EAT HMCP600L6W Series C L-Frame	\$10,027.28
							Cash Account			
							410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$10,027.28	
139438	08/17/2023	Open			Accounts Payable	WEST YOST ASSOCIATES		\$62,908.87		
							Amount			
							Invoice			
							2054416	06/30/2023	18-69 Construction Mgmt for Surface Water Dist- 6/3/3 -6/30/23	\$62,908.87

# Payment Register

From Payment Date: 8/11/2023 - To Payment Date: 8/17/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$62,908.87		
139439	08/17/2023	Open			Accounts Payable	WILLEY PRINTING CO	\$198.78		
	Invoice		Date	Description			Amount		
	147865		07/21/2023	BACTERIOLOGICAL WATER SAMPLE DATA CARDS			\$198.78		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$198.78		
139440	08/17/2023	Open			Accounts Payable	WOOD CONSTRUCTION INC, DA	\$19,180.59		
	Invoice		Date	Description			Amount		
	PP8/CP 22-001&17		06/30/2023	22-001 & 22-017 Wayside Dr Reconstr & Sewer Replacement-6/30/23			\$19,180.59		
	Paying Fund			Cash Account			Amount		
	115 - Measure A - Roads			115.11000 (Cash)			\$10,932.94		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$8,247.65		
139441	08/17/2023	Open			Accounts Payable	HERNANDEZ, VANESSA	\$1,045.00		
	Invoice		Date	Description			Amount		
	13955002		07/31/2023	PLAY REFUND			\$1,045.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$1,045.00		
139442	08/17/2023	Open			Accounts Payable	PACHECO, MIGUEL	\$144.00		
	Invoice		Date	Description			Amount		
	TR4846 PER DIEM		08/08/2023	FBI NA RE-TRAINER, LONG BEACH, 8/29/23-9/1/23			\$144.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$144.00		
139443	08/17/2023	Open			Accounts Payable	PACKWOOD, KAIN	\$2,500.00		
	Invoice		Date	Description			Amount		
	Comp Loan-FY2324		08/17/2023	FIRE Computer Loan Reimbursement FY 23/24			\$2,500.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$2,500.00		
139444	08/17/2023	Open			Accounts Payable	Silveira, Sam	\$270.32		
	Invoice		Date	Description			Amount		
	TR4855 PER DIEM		08/15/2023	VMware Explore, Las Vegas NV, 08/20-08/24/2023			\$270.32		
	Paying Fund			Cash Account			Amount		
	501 - Information Technology			501.11000 (Cash)			\$270.32		

# Payment Register

From Payment Date: 8/11/2023 - To Payment Date: 8/17/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Type Check Totals:					79 Transactions		\$1,597,127.27		
AP - Accounts Payable Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	79	\$1,597,127.27	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>79</b>	<b>\$1,597,127.27</b>	<b>\$0.00</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	79	\$1,597,127.27	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>79</b>	<b>\$1,597,127.27</b>	<b>\$0.00</b>

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	79	\$1,597,127.27	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>79</b>	<b>\$1,597,127.27</b>	<b>\$0.00</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	79	\$1,597,127.27	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>79</b>	<b>\$1,597,127.27</b>	<b>\$0.00</b>

# Payment Register

From Payment Date: 8/18/2023 - To Payment Date: 8/24/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
139445	08/21/2023	Open			Utility Management Refund	AGUILAR, MINNIE	\$25.00		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		492078-002	MOVE-OUT CREDIT	08/21/2023	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$25.00		
139446	08/21/2023	Open			Utility Management Refund	FARHADIAN , WILMA	\$234.11		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		613134-001	MOVE-OUT CREDIT	08/21/2023	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$234.11		
139447	08/21/2023	Open			Utility Management Refund	GARCIA, ALONDRA	\$25.00		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		811823-004	MOVE-OUT CREDIT	08/21/2023	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$25.00		
139448	08/21/2023	Open			Utility Management Refund	JAVAID, MUHAMMAD	\$57.38		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Flat		136816-002	MOVE-OUT CREDIT	08/21/2023	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$57.38		
139449	08/21/2023	Open			Utility Management Refund	JKB LIVING	\$504.45		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		001478-001	MOVE-OUT CREDIT	08/21/2023	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$504.45		
139450	08/21/2023	Open			Utility Management Refund	SINGH, LAL	\$85.44		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		162361-006	MOVE-OUT CREDIT	08/21/2023	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$85.44		
139451	08/21/2023	Open			Utility Management Refund	SWANSON, JAY	\$206.83		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		78964-001	MOVE-OUT CREDIT	08/21/2023	Refund			
	<u>Paying Fund</u>			<u>Cash Account</u>			<u>Amount</u>		
	420 - WATER			420.11000 (Cash)			\$206.83		
139452	08/21/2023	Open			Utility Management Refund	WECKERLE, LANCE	\$276.09		
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>			
	Single Family Res Metered		454338-002	OVE-OUT CREDIT	08/21/2023	Refund			



# Payment Register

From Payment Date: 8/18/2023 - To Payment Date: 8/24/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$276.09		
139453	08/24/2023	Open			Accounts Payable	A-Z BUS SALES INC		\$1,781.57	
	Invoice			Date	Description		Amount		
				08/10/2023	MIRROR HEAD DELUXE		\$701.46		
				08/10/2023	FILTER		\$270.78		
				07/28/2023	MICROPHONE		\$319.37		
				07/20/2023	LAMP AMBER AND RED		\$105.07		
				08/10/2023	BELT		\$384.89		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			\$1,781.57		
139454	08/24/2023	Open			Accounts Payable	AFLAC		\$3,445.71	
	Invoice			Date	Description		Amount		
				08/17/2023	INDIVIDUAL AUGUST 2023		\$3,445.71		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$3,445.71		
139455	08/24/2023	Open			Accounts Payable	ALTA Language Services, Inc.		\$66.00	
	Invoice			Date	Description		Amount		
				07/31/2023	ALTA Services for 7.26.23 test		\$66.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$33.00		
	420 - WATER			420.11000 (Cash)			\$33.00		
139456	08/24/2023	Open			Accounts Payable	AMERICAN CANCER SOCIETY		\$189.00	
	Invoice			Date	Description		Amount		
				08/18/2023	AMER CANC - American Cancer Charitable Cont*		\$189.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$189.00		
139457	08/24/2023	Open			Accounts Payable	AMERICAN RED CROSS		\$91.00	
	Invoice			Date	Description		Amount		
				08/18/2023	AMER CROS - Red Cross Charitable Contrib*		\$91.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$91.00		
139458	08/24/2023	Open			Accounts Payable	ARCHIVESOCIAL		\$5,988.00	
	Invoice			Date	Description		Amount		
				07/19/2023	SOCIAL MEDIA SUBSCRIPTION - 07/1/23-06/30/24		\$5,988.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$5,988.00		
139459	08/24/2023	Open			Accounts Payable	AT&T Corp		\$579.86	
	Invoice			Date	Description		Amount		
				07/11/2023	SRWA - JPA, Surface Water, Operations - Internet Access		\$579.86		
	Paying Fund			Cash Account			Amount		
	950 - SRWA - JPA			950.11000 (Cash)			\$579.86		
139460	08/24/2023	Open			Accounts Payable	AT&T MOBILITY		\$499.26	
	Invoice			Date	Description		Amount		
				08/02/2023	FIRE - JUL 03 - AUG 02, 2023		\$499.26		
	Paying Fund			Cash Account			Amount		

# Payment Register

From Payment Date: 8/18/2023 - To Payment Date: 8/24/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					110 - General Fund	110.11000 (Cash)	\$499.26		
139461	08/24/2023	Open			Accounts Payable	AT&T/SBC	\$31.43		
					Invoice	Date	Description	Amount	
					PD 8/7/23	08/07/2023	Acct# 234 371-3447 543 0/ Police Dept	\$31.43	
					Paying Fund		Cash Account	Amount	
					110 - General Fund	110.11000 (Cash)	\$31.43		
139462	08/24/2023	Open			Accounts Payable	BARTON OVERHEAD DOOR INC	\$2,094.61		
					Invoice	Date	Description	Amount	
					0295438-IN	06/26/2023	STATION DOOR HINGES	\$1,822.51	
					0295439-IN	06/26/2023	BRAKE SOLENOID	\$272.10	
					Paying Fund		Cash Account	Amount	
					110 - General Fund	110.11000 (Cash)	\$2,094.61		
139463	08/24/2023	Open			Accounts Payable	BLD CONSULTING	\$1,900.00		
					Invoice	Date	Description	Amount	
					2022-0094	06/27/2023	RMS OCCUPANCY DATA RECONFIGURATION	\$1,900.00	
					Paying Fund		Cash Account	Amount	
					116 - Special Public Safety	116.11000 (Cash)	\$1,900.00		
139464	08/24/2023	Open			Accounts Payable	BONANDER TRUCKS	\$2,678.99		
					Invoice	Date	Description	Amount	
					274916	08/03/2023	TAHOE 1349	\$1,075.89	
					267699	07/20/2023	BONANDER MOTOR	\$71.29	
					274779	07/25/2023	Vehicle #1345	\$736.14	
					267663	07/19/2023	BONANDER SOLENOID	\$24.56	
					267652	07/18/2023	BONANDER KEY	\$275.17	
					267923	07/31/2023	Vehicle # 1350	\$9.21	
					267956	08/01/2023	Vehicle # 1350	\$264.71	
					267935	08/01/2023	BONANDER PUMP	\$57.98	
					267974	08/02/2023	HOSE	\$8.34	
					268196	08/11/2023	Vehicle # 1349	\$155.70	
					Paying Fund		Cash Account	Amount	
					110 - General Fund	110.11000 (Cash)	\$2,307.97		
					426 - Transit	426.11000 (Cash)	\$371.02		
139465	08/24/2023	Open			Accounts Payable	BSK & ASSOCIATES	\$10,958.25		
					Invoice	Date	Description	Amount	
					0102498	05/31/2023	SR03, 21-018 Lander Ave Road Rehab-5/1/23 - 5/31/23	\$10,958.25	
					Paying Fund		Cash Account	Amount	
					218 - Measure L	218.11000 (Cash)	\$10,958.25		
139466	08/24/2023	Open			Accounts Payable	C.P.M. LABS, INC.	\$737.50		
					Invoice	Date	Description	Amount	
					32491	08/15/2023	On-site Tech	\$737.50	
					Paying Fund		Cash Account	Amount	
					410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$368.75		
					420 - WATER	420.11000 (Cash)	\$368.75		

# Payment Register

From Payment Date: 8/18/2023 - To Payment Date: 8/24/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
139467	08/24/2023	Open			Accounts Payable	CENTRAL SANITARY SUPPLY dba BRADY INDUSTRIES	\$1,614.38		
	Invoice		Date		Description		Amount		
	8172154		07/14/2023		JANITORIAL PAPER & CLEANING SUPPLIES		\$318.06		
	8202645		07/28/2023		JANITORIAL PAPER & CLEANING SUPPLIES		\$638.83		
	8182389		07/19/2023		JANITORIAL PAPER & CLEANING SUPPLIES		\$145.58		
	8158260		07/07/2023		JANITORIAL PAPER & CLEANING SUPPLIES		\$511.91		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$1,614.38		
139468	08/24/2023	Open			Accounts Payable	CHARTER COMMUNICATIONS	\$272.65		
	Invoice		Date		Description		Amount		
	0000051081123		08/11/2023		8203 13 680 0000051 / City Hall (TV service)		\$272.65		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$51.66		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$34.59		
	420 - WATER				420.11000 (Cash)		\$34.60		
	501 - Information Technology				501.11000 (Cash)		\$151.80		
139469	08/24/2023	Open			Accounts Payable	CHILDREN'S CRISIS CENTER	\$520.00		
	Invoice		Date		Description		Amount		
	JAN - JUNE 2023		08/18/2023		CHLD CRIS - Children Crisis Charitable Cont*		\$520.00		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$520.00		
139470	08/24/2023	Open			Accounts Payable	CHRISTMAS FUND	\$370.00		
	Invoice		Date		Description		Amount		
	JAN - JUNE 2023		08/18/2023		XMAS FAM - Christmas Family Charitable Cont*		\$370.00		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$370.00		
139471	08/24/2023	Open			Accounts Payable	Covenant Care at Home and Covenant Care Hospice	\$342.00		
	Invoice		Date		Description		Amount		
	JAN - JUNE 2023		08/18/2023		HOSPICE - Hospice Charitable Contribution*		\$342.00		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$342.00		
139472	08/24/2023	Open			Accounts Payable	Crash Data Group Inc	\$1,500.00		
	Invoice		Date		Description		Amount		
	INV12395		08/09/2023		ANNUAL BOSCH CDR SOFTWARE SUBSCRIPTION 8/8/23-8/8/24		\$1,500.00		
	Paying Fund				Cash Account		Amount		
	206 - Traffic Safety				206.11000 (Cash)		\$1,500.00		
139473	08/24/2023	Open			Accounts Payable	CURTIS & SONS INC, L N	\$7,881.22		
	Invoice		Date		Description		Amount		
	INV717314		06/23/2023		28' EXTENSION LADDER		\$4,497.29		
	PINV824640		07/18/2023		SWIVEL PULLEY		\$2,464.29		
	INV729271		07/24/2023		SINGLE SWIVEL PULLEY		\$919.64		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$3,383.93		
	265 - Fire Department Grants				265.11000 (Cash)		\$4,497.29		

# Payment Register

From Payment Date: 8/18/2023 - To Payment Date: 8/24/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
139474	08/24/2023	Open			Accounts Payable	CUSTOM LOCKSMITH & ALARM INC	\$57.03		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	131878		08/15/2023		SENIOR CENTER KEYS		\$57.03		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$57.03		
139475	08/24/2023	Open			Accounts Payable	CVE CONTRACTING GROUP INC dba Central Valley Envir	\$12,764.20		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	PP3/CP 19-51A		07/31/2023		19-51A Columbia Pool Facility Demolition-7/1/23 - 7/31/23		\$12,764.20		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	301 - Capital Improvements				301.11000 (Cash)		\$12,764.20		
139476	08/24/2023	Open			Accounts Payable	DAILY BREAD	\$260.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	JAN - JUNE 2023		08/18/2023		DAILY - Daily Bread Charitable Contribut*		\$260.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$260.00		
139477	08/24/2023	Open			Accounts Payable	DF ENGINEERING INC	\$10,656.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	24120		07/31/2023		SR05, 0828 Fulkerth Rd and Freway 99 Interchange Improv-7/31/23		\$10,656.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	305 - Capital Facility Fees				305.11000 (Cash)		\$10,656.00		
139478	08/24/2023	Open			Accounts Payable	EMPLOYEE COMMUNITY CRISIS	\$808.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	JAN - JUNE 2023		08/18/2023		COMM CRIS - Community Charity Charitable Con*		\$808.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$808.00		
139479	08/24/2023	Open			Accounts Payable	ENGINEERED FIRE SYST INC	\$1,062.50		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	19717		06/30/2023		PLAN CHECKING SERVICE - JUNE 2023		\$1,062.50		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$1,062.50		
139480	08/24/2023	Open			Accounts Payable	FAITH HOME TEEN CHALLENGE	\$85.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	JAN - JUNE 2023		08/18/2023		TEEN CHALLENGE CHARITABLE CONTRIBUTIONS		\$85.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$85.00		
139481	08/24/2023	Open			Accounts Payable	FISHER SCIENTIFIC PRO INC	\$712.36		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	5322663		08/11/2023		INLAB EXPERT PRO-ISM		\$472.32		
	5067090		08/02/2023		LAB SUPPLIES		\$139.77		
	5137531		08/04/2023		LAB SUPPLIES		\$100.27		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$712.36		

# Payment Register

From Payment Date: 8/18/2023 - To Payment Date: 8/24/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
139482	08/24/2023	Open			Accounts Payable	FRANCHISE TAX BOARD	\$1,938.86		
	Invoice		Date	Description		Amount			
	08152023WILSON		08/17/2023	8-15-23 PAYROLL WITHHOLDING		\$1,938.86			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$1,938.86			
139483	08/24/2023	Open			Accounts Payable	GARTON TRACTOR INC	\$292.23		
	Invoice		Date	Description		Amount			
	P2236701		07/21/2023	Vehicle # 7164		\$292.23			
	Paying Fund			Cash Account		Amount			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$292.23			
139484	08/24/2023	Open			Accounts Payable	GEOANALYTICAL LAB INC	\$1,855.00		
	Invoice		Date	Description		Amount			
	J3H0109		08/01/2023	DRINKING WATER WELL ANALYSIS - 123 TCP		\$496.00			
	J3H0118		08/01/2023	WELL 8 - OFFLINE 123 TCP		\$800.00			
	J3H0804		08/08/2023	MEDIA CHECK		\$96.00			
	J3H0701		08/07/2023	MEDIA CHECK		\$96.00			
	J3G1905		07/19/2023	WATER CHARACTERIZATION MONITORING		\$367.00			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$367.00			
	420 - WATER			420.11000 (Cash)		\$1,488.00			
139485	08/24/2023	Open			Accounts Payable	GILLIG LLC	\$4,567.27		
	Invoice		Date	Description		Amount			
	41073824		08/11/2023	BRAKE PAD		\$649.61			
	41073340		08/10/2023	SEAT BELT		\$217.14			
	41075545		08/16/2023	SPRING ASM		\$108.51			
	41075546		08/16/2023	BRAKE PAD		\$649.61			
	41067327		07/26/2023	BRAKE PAD		\$324.80			
	41069373		08/01/2023	ELEMENT CNG 10 PK		\$858.84			
	41069372		08/01/2023	HANDLE RELEASE		\$95.12			
	41066174		07/24/2023	CHAMBER ASM		\$568.91			
	41065721		07/21/2023	AIR GOVERNOR VALVE		\$1,094.73			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$4,567.27			
139486	08/24/2023	Open			Accounts Payable	GOMES & SONS INC, JOE M	\$37,462.89		
	Invoice		Date	Description		Amount			
	68697		08/15/2023	CUST #24090 - Fuel Expense for 8/1/23-8/15/23		\$35,557.82			
	68544		08/08/2023	Fuel for Fire #3		\$1,905.07			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$19,581.72			
	205 - Sports Facilities			205.11000 (Cash)		\$325.69			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$1,612.17			
	246 - Landscape Assessment			246.11000 (Cash)		\$2,261.44			
	255 - CDBG			255.11000 (Cash)		\$121.13			
	405 - Building			405.11000 (Cash)		\$168.92			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$3,979.21			
	420 - WATER			420.11000 (Cash)		\$3,180.66			
	426 - Transit			426.11000 (Cash)		\$5,543.79			
	450 - SRWA - Operations			450.11000 (Cash)		\$423.79			

# Payment Register

From Payment Date: 8/18/2023 - To Payment Date: 8/24/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	502 - Engineering			502.11000 (Cash)			\$264.37		
139487	08/24/2023	Open			Accounts Payable	GRAINGER INC, W W	\$1,323.35		
	Invoice		Date	Description			Amount		
	9798717576		08/09/2023	SRWA Supplies - Open PO - Pallet Jack			\$583.57		
	9806812005		08/16/2023	2 BOLT FLNG			\$525.42		
	9785802985		07/27/2023	RECIPROCATING SAW BLADES			\$214.36		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$525.42		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$214.36		
	450 - SRWA - Operations			450.11000 (Cash)			\$583.57		
139488	08/24/2023	Open			Accounts Payable	GROENIGER & COMPANY DBA FERGUSON ENTERPRISES INC	\$2,223.56		
	Invoice		Date	Description			Amount		
	1803601		08/01/2023	RING GASKETS			\$2,223.56		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$2,223.56		
139489	08/24/2023	Open			Accounts Payable	HACH COMPANY	\$1,769.22		
	Invoice		Date	Description			Amount		
	13684047		08/03/2023	LAB SUPPLIES			\$1,769.22		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,769.22		
139490	08/24/2023	Open			Accounts Payable	HARD DRIVE GRAPHICS	\$634.31		
	Invoice		Date	Description			Amount		
	37866		07/31/2023	SUPPORT STAFF BADGE PATCHES			\$634.31		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$634.31		
139491	08/24/2023	Open			Accounts Payable	HCI SYSTEMS INC	\$1,235.00		
	Invoice		Date	Description			Amount		
	I0044943		07/28/2023	HCI SERVICE CALL PSF			\$1,235.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$1,235.00		
139492	08/24/2023	Open			Accounts Payable	HD SUPPLY INC, DBA USABUEBOOK	\$1,364.36		
	Invoice		Date	Description			Amount		
	INV00093529		08/03/2023	SRWA Misc. Safety Equipment - 5 gas Detector			\$669.17		
	INV00092944		08/02/2023	STOCK #74249			\$235.62		
	INV00101396		08/10/2023	HACH NITRATE TNT+ LR 25/PK TNT 835			\$459.57		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			\$695.19		
	450 - SRWA - Operations			450.11000 (Cash)			\$669.17		
139493	08/24/2023	Open			Accounts Payable	HI-VAC CORPORATION	\$581.67		
	Invoice		Date	Description			Amount		
	336916		07/26/2023	PART #A175064			\$581.67		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$581.67		

# Payment Register

From Payment Date: 8/18/2023 - To Payment Date: 8/24/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
139494	08/24/2023	Open			Accounts Payable	Imperial Bag & Paper Co., LLC DBA Randik Paper Co.	\$1,296.14		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	216934		07/26/2023		JANITORIAL PAPER & CLEANING SUPPLIES		\$520.16		
	216386		07/12/2023		JANITORIAL PAPER & CLEANING SUPPLIES		\$748.17		
	215982-02		07/03/2023		JANITORIAL PAPER & CLEANING SUPPLIES		\$27.81		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$1,296.14		
139495	08/24/2023	Open			Accounts Payable	JORGENSEN & CO INC	\$56.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	6083492		08/11/2023		FIRE #4 - ANNUAL FIRE EXT MAINT		\$24.00		
	6083328		08/10/2023		FIRE #3 - ANNUAL FIRE EXT MAINT		\$32.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$56.00		
139496	08/24/2023	Open			Accounts Payable	LANGUAGE LINE SERVICES	\$17.46		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	11060191		07/31/2023		Acct #9020101104 - Translation services for Police Department		\$17.46		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$17.46		
139497	08/24/2023	Open			Accounts Payable	MAGIC SANDS MOBILE HOME PARK	\$590.28		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	Sept 2023		08/16/2023		MOBILE HOME RENT SUBSIDY PROGRAM September 2023		\$590.28		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	625 - Successor Agency - LMI				625.11000 (Cash)		\$590.28		
139498	08/24/2023	Open			Accounts Payable	Mark Thomas & Company, Inc.	\$14,916.93		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	48134		07/31/2023		23-031 Engineering Design Services Task Order 1 - 7/30/23		\$14,916.93		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	115 - Measure A - Roads				115.11000 (Cash)		\$14,916.93		
139499	08/24/2023	Open			Accounts Payable	MARTIN MARIETTA MATERIALS INC	\$447.37		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	40050456		08/16/2023		ASPHALT		\$86.30		
	40050549		08/16/2023		ASPHALT		\$93.10		
	39775849		07/25/2023		ASPHALT		\$89.32		
	39738241		07/21/2023		ASPHALT		\$88.57		
	39703915		07/19/2023		ASPHALT		\$90.08		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	219 - SB1 Road Maint & Rehab Account				219.11000 (Cash)		\$447.37		
139500	08/24/2023	Open			Accounts Payable	METER VALVE & CONTROL INC	\$156.16		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	INV-005051		07/17/2023		MOBILE RADIO BATTERY		\$156.16		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	420 - WATER				420.11000 (Cash)		\$156.16		

# Payment Register

From Payment Date: 8/18/2023 - To Payment Date: 8/24/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
139501	08/24/2023	Open			Accounts Payable	MGT OF AMERICA INC	\$4,920.00		
	Invoice		Date	Description		Amount			
	51725		06/30/2023	FY22-23 Cost Allocation Plan		\$2,400.00			
	51726		06/30/2023	FY 22-23 Cost Allocation Plan		\$2,520.00			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$4,920.00			
139502	08/24/2023	Open			Accounts Payable	Montrose Environmental Solutions, Inc.	\$1,956.67		
	Invoice		Date	Description		Amount			
	CINV-205720		06/30/2023	18-69 Surface Water Distribution System Improvements-6/30/23		\$1,956.67			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$1,956.67			
139503	08/24/2023	Open			Accounts Payable	MUNISERVICES LLC	\$5,072.55		
	Invoice		Date	Description		Amount			
	INV06-017145		08/15/2023	SUTA Services for Tax Qtr ending 3/31/23 (District Tax)		\$4,362.01			
	INV06-017144		08/15/2023	SUTA Services for Tax Qtr ending 3/31/23		\$85.54			
	INV06-017037		08/01/2023	STARS Services for 1st Quarter 2023 Data		\$625.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$710.54			
	118 - Measure A			118.11000 (Cash)		\$4,362.01			
139504	08/24/2023	Open			Accounts Payable	NEXT LEVEL PARTS INC	\$10,163.47		
	Invoice		Date	Description		Amount			
	8577-407300		08/10/2023	BATTERY		\$930.25			
	8577-407485		08/14/2023	Vehicle # AD14-4419 BATTERY		\$58.70			
	8577-407488		08/14/2023	Vehicle # NP18-013 BATTERY		\$186.35			
	8577-407347		08/10/2023	Vehicle # FR17-293 CIRCUIT BREAKER		\$74.81			
	8577-407583		08/14/2023	CHEVY EXPRESS AIR DOOR ACTUATOR		\$50.48			
	8577-407522		08/14/2023	CHEVY EXPRESS HVAC BLOWER MOTOR		\$216.94			
	8577-407301		08/10/2023	BATTERY		\$310.08			
	8577-407587		08/15/2023	CABIN AIR FILTER		\$8.73			
	8577-407554		08/14/2023	CHEVY EXPRESS BATTERY		\$178.72			
	8577-407521		08/14/2023	CHEVY EXPRESS BATTERY		\$656.67			
	8577-407609		08/15/2023	BATTERY		\$186.35			
	8577-407612		08/15/2023	BELT GUARD		\$336.74			
	8577-407684		08/16/2023	PAINTED ROTOR		\$396.74			
	8577-406245		07/25/2023	Vehicle # ST19-7189 BATTERY		\$186.35			
	8577-405978		07/20/2023	Vehicle # OP16-618 WATER PUMP		\$115.40			
	8577-406014		07/21/2023	Vehicle # WT22-871		\$3.90			
	8577-405956		07/20/2023	GAS CAP		\$27.61			
	8577-405859		07/19/2023	Vehicle ST99-4819 ALTERNATOR		\$223.32			
	8577-405532		07/14/2023	ELECTRIC STEP ASSM		\$1,645.66			
	8577-405816		07/19/2023	OIL FILTER		\$27.24			
	8577-406566		07/31/2023	WATER OUTLET GASKET		\$9.14			
	8577-406377		07/27/2023	KEY BLANK		\$53.44			
	8577-406573		07/31/2023	GAUGE AIR		\$110.94			
	8577-406460		07/28/2023	Vehicle # AD17-4508 OIL SEAL		\$28.66			
	8577-406459		07/28/2023	Vehicle # AD17-4508 BRAKE PADS		\$52.94			



# Payment Register

From Payment Date: 8/18/2023 - To Payment Date: 8/24/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	8577-406636		08/01/2023		BELT TENSIONER		\$146.68		
	8577-406352		07/26/2023		Vehicle # AD17-4508 BRAKE PADS		\$303.57		
	8577-406303		07/26/2023		Vehicle # ST03-7034 AC COMP		\$216.40		
	8577-406297		07/26/2023		2018 PD INTERCEPTOR		\$269.76		
	8577-406257		07/25/2023		2018 PD INTERCEPTOR		\$43.34		
	8577-405999		07/21/2023		Vehicle # POL18-1322 F150		\$24.50		
	8577-406607		07/31/2023		FUEL LUBE COOLING SYS		\$2,198.22		
	8577-406653		08/01/2023		Vehicle # POL17-1317 PAINTED ROTOR		\$186.37		
	8577-406008		07/21/2023		Vehicle # SO2737		\$71.93		
	8577-405817		07/19/2023		Vehicle # CL13-850		\$169.15		
	8577-405862		07/19/2023		Vehicle ST99-4819 SERP BELT		\$75.34		
	8577-405884		07/19/2023		Vehicle # 7102 BATTERY		\$186.35		
	8577-406637		08/01/2023		BELT TENSIONER		\$195.70		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$3,459.69		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$1,197.84		
	246 - Landscape Assessment				246.11000 (Cash)		\$443.87		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$866.85		
	420 - WATER				420.11000 (Cash)		\$3.90		
	426 - Transit				426.11000 (Cash)		\$4,191.32		
139505	08/24/2023	Open			Accounts Payable	NORMAC INC			\$1,348.74
	Invoice		Date		Description		Amount		
	0011830066-001		07/19/2023		IRRIGATION		\$1,348.74		
	Paying Fund				Cash Account		Amount		
	205 - Sports Facilities				205.11000 (Cash)		\$1,348.74		
139506	08/24/2023	Open			Accounts Payable	NORTH STAR ENGINEERING GROUP INC			\$2,003.10
	Invoice		Date		Description		Amount		
	22946		07/31/2023		SR03, 21-021 Pedras Rd Rehab between Geer Rd and GSB-7/31/23		\$2,003.10		
	Paying Fund				Cash Account		Amount		
	215 - Streets - Grant Funded Projects				215.11000 (Cash)		\$2,003.10		
139507	08/24/2023	Open			Accounts Payable	Northstar Chemical			\$2,950.26
	Invoice		Date		Description		Amount		
	256772		07/18/2023		Sulfuric Acid for Water Well #38		\$2,950.26		
	Paying Fund				Cash Account		Amount		
	420 - WATER				420.11000 (Cash)		\$2,950.26		
139508	08/24/2023	Open			Accounts Payable	Operation Blue Santa			\$351.00
	Invoice		Date		Description		Amount		
	JAN - JUNE 2023		08/18/2023		BLUE SANTA - Operation Blue Santa*		\$351.00		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$351.00		
139509	08/24/2023	Open			Accounts Payable	OREILLY AUTO PARTS			\$16.28
	Invoice		Date		Description		Amount		
	2800-349349		08/14/2023		REP GLASS		\$16.28		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$16.28		

# Payment Register

From Payment Date: 8/18/2023 - To Payment Date: 8/24/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
139510	08/24/2023	Open			Accounts Payable	P G & E	\$11,693.28		
	Invoice		Date		Description		Amount		
	08/08/23	Shadow	08/08/2023		Acct# 616385639-6 for 1827 Shadow Park		\$5.30		
	701 WLNT 8/11/23		08/11/2023		6224543828-8 / 701 S Walnut Rd		\$51.53		
	CNG 8/11/23		08/11/2023		8466606707-3 / 901 S Walnut Rd CNG		\$1,008.37		
	WLNT #A 8/11/23		08/11/2023		3794250242-0 / 701 S Walnut Rd Ste A / CNG Slow Fill Station		\$7,831.53		
	FIRE#4 8/13/23		08/13/2023		7556584382-0 / 2820 N Walnut-Fire #4		\$25.19		
	PSF 08/11/23		08/11/2023		8391988340-1 / 244 N Broadway-PSF		\$2,741.66		
	TRANSIT2 8/11/23		08/11/2023		9448303839-7 / 1418 N Golden State Blvd Ste 2		\$15.11		
	TRANSIT1 8/11/23		08/11/2023		0913752739-7 / 1418 N Golden State Blvd Ste 1		\$14.59		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$2,766.85		
	255 - CDBG				255.11000 (Cash)		\$5.30		
	426 - Transit				426.11000 (Cash)		\$7,861.23		
	505 - Fleet				505.11000 (Cash)		\$1,059.90		
139511	08/24/2023	Open			Accounts Payable	PAC Shield Roof Services, Inc.	\$39,201.44		
	Invoice		Date		Description		Amount		
	PP2/CP 22-037		07/31/2023		22-037 Fire Station No. 32 & 33 Reroof - 7-31-23		\$39,201.44		
	Paying Fund				Cash Account		Amount		
	118 - Measure A				118.11000 (Cash)		\$39,201.44		
139512	08/24/2023	Open			Accounts Payable	PAL	\$298.00		
	Invoice		Date		Description		Amount		
	JAN - JUNE 2023		08/18/2023		PAL - PAL Charitable Contribution*		\$298.00		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$298.00		
139513	08/24/2023	Open			Accounts Payable	PAUL'S GLASS CO	\$102,899.99		
	Invoice		Date		Description		Amount		
	PP1/CP 22-030		08/11/2023		22-030 Senior Center Sliding Glass Doors 7/31/23- 08/11/23		\$102,899.99		
	Paying Fund				Cash Account		Amount		
	269 - Parks & Public Facilities Grants				269.11000 (Cash)		\$102,899.99		
139514	08/24/2023	Open			Accounts Payable	PUMP PROS INC	\$2,294.14		
	Invoice		Date		Description		Amount		
	903		08/11/2023		6" ford flex coupling		\$2,294.14		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$2,294.14		
139515	08/24/2023	Open			Accounts Payable	R3 Consulting Group, Inc.	\$10,695.00		
	Invoice		Date		Description		Amount		
	122718		06/02/2023		Solid Waste Rate Study Services up to June 6, 2023		\$9,342.50		
	122797		08/02/2023		Solid Waste Rate Study services up to July 31, 2023		\$1,352.50		
	Paying Fund				Cash Account		Amount		
	204 - SolidWaste/Recycle/PublicEducati				204.11000 (Cash)		\$10,695.00		
139516	08/24/2023	Open			Accounts Payable	RAYMOND R LOPEZ DBA CUSTOM EQUIPMENT PAINTING	\$920.00		
	Invoice		Date		Description		Amount		
	10841		07/17/2023		POL19-1337		\$492.50		
	10851		08/08/2023		PF17-4513		\$427.50		

# Payment Register

From Payment Date: 8/18/2023 - To Payment Date: 8/24/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$920.00		
139517	08/24/2023	Open			Accounts Payable	RECREATION SCHOLARSHIP	\$70.00		
	Invoice		Date	Description		Amount			
	JAN - JUNE 2023		08/18/2023	REC PROG - Rec Scholarship Charitable Cont*		\$70.00			
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$70.00		
139518	08/24/2023	Open			Accounts Payable	ROLAND PHD,JOCELYN E	\$2,000.00		
	Invoice		Date	Description		Amount			
	21785		07/19/2023	CONTRACT JULY 2023		\$1,000.00			
	21862		07/31/2023	CONTRACT AUGUST 2023		\$1,000.00			
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$2,000.00		
139519	08/24/2023	Open			Accounts Payable	SALVATION ARMY	\$164.00		
	Invoice		Date	Description		Amount			
	JAN - JUNE 2023		08/18/2023	Salvation Army - Charitable Contribution		\$164.00			
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$164.00		
139520	08/24/2023	Open			Accounts Payable	SEEGERS PRINTING INC	\$70.00		
	Invoice		Date	Description		Amount			
	0141913-IN		08/14/2023	Public Works - Engineering Business Cards-Bill Morris		\$70.00			
	Paying Fund				Cash Account		Amount		
	502 - Engineering				502.11000 (Cash)		\$70.00		
139521	08/24/2023	Open			Accounts Payable	SNG & Associates, Inc.	\$7,610.00		
	Invoice		Date	Description		Amount			
	2023-0613		06/30/2023	City Engineer Services 06/01/23-06/30/23		\$7,610.00			
	Paying Fund				Cash Account		Amount		
	120 - Tourism				120.11000 (Cash)		\$23.75		
	215 - Streets - Grant Funded Projects				215.11000 (Cash)		\$3,513.75		
	502 - Engineering				502.11000 (Cash)		\$4,072.50		
139522	08/24/2023	Open			Accounts Payable	ST FRANCIS ELECTRIC, LLC	\$94,290.40		
	Invoice		Date	Description		Amount			
	PP2/CP 20-038		04/14/2023	20-038 Signal Coord on W Monte Vista, GSB & Geer- 3/10/23-4/14/23		\$45,041.40			
	PP3/CP 20-038		06/16/2023	20-038 Signal Coordination on W Monte Vista, Gld State & Geer Rd		\$49,249.00			
	Paying Fund				Cash Account		Amount		
	215 - Streets - Grant Funded Projects				215.11000 (Cash)		\$94,290.40		
139523	08/24/2023	Open			Accounts Payable	STANISLAUS COUNTY DEPT OF ENVIRONMENTAL RESOURCES	\$822.00		
	Invoice		Date	Description		Amount			
	Plan Ck 1951		08/24/2023	Plan check fees submitted for CP 19-51		\$822.00			
	Paying Fund				Cash Account		Amount		
	301 - Capital Improvements				301.11000 (Cash)		\$822.00		
139524	08/24/2023	Open			Accounts Payable	STANISLAUS WILDLIFE CARE	\$73.00		
	Invoice		Date	Description		Amount			
	JAN - JUNE 2023		08/18/2023	WILD CARE - Wildlife Care Charitable Contrib*		\$73.00			

# Payment Register

From Payment Date: 8/18/2023 - To Payment Date: 8/24/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$73.00		
139525	08/24/2023	Open			Accounts Payable	STERICYCLE INC	\$78.75		
	Invoice			Date	Description		Amount		
	3006528229			07/01/2023	ST#2 - STERI-SAFE MONTHLY TREATMENT		\$26.25		
	3006528228			07/01/2023	ST#4 - STERI-SAFE MONTHLY TREATMENT		\$26.25		
	3006528230			07/01/2023	ST#3 - STERI-SAFE MONTHLY TREATMENT		\$26.25		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$78.75		
139526	08/24/2023	Open			Accounts Payable	SUPPORT PAYMENT CLEARING	\$878.26		
	Invoice			Date	Description		Amount		
	08152023BECCHETT			08/17/2023	8-15-23 PAYROLL WITHHOLDING		\$439.13		
	07312023BECCHETT			08/17/2023	7-31-23 PAYROLL WITHHOLDING		\$439.13		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$878.26		
139527	08/24/2023	Open			Accounts Payable	T I D	\$109.76		
	Invoice			Date	Description		Amount		
	08/09/23 Birchw			08/09/2023	Acct 0826525611 07/9/23-08/09/23		\$29.67		
	08/09/23 Cody			08/09/2023	Acct 0978821449 07/9/23-08/09/23		\$22.64		
	08/09/23 Jason			08/09/2023	Acct 6279743328 for 570 Jason Dr 07/9/23-08/09/23		\$23.64		
	08/09/23 High St			08/09/2023	Acct 8079792578 07/9/23-08/09/23		\$33.81		
	Paying Fund			Cash Account			Amount		
	255 - CDBG			255.11000 (Cash)			\$109.76		
139528	08/24/2023	Open			Accounts Payable	T-MOBILE USA INC	\$100.00		
	Invoice			Date	Description		Amount		
	9541322523			08/07/2023	GPS LOCATE		\$100.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$100.00		
139529	08/24/2023	Open			Accounts Payable	TANK TOWN MEDIA LLC	\$717.60		
	Invoice			Date	Description		Amount		
	87290			08/11/2023	Senior Planner 8/11/23-9/1/23		\$561.60		
	87289			08/11/2023	PT Environmental Compliance Inspector Assistant 8/11/23-8/11/23		\$156.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$561.60		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$156.00		
139530	08/24/2023	Open			Accounts Payable	The Honey Do Guy	\$2,771.09		
	Invoice			Date	Description		Amount		
	442			07/21/2023	Repair work at 901 High Street, Unit #2, Turlock		\$2,771.09		
	Paying Fund			Cash Account			Amount		
	255 - CDBG			255.11000 (Cash)			\$2,771.09		
139531	08/24/2023	Open			Accounts Payable	TURLOCK ANIMAL SERVICES	\$287.00		
	Invoice			Date	Description		Amount		
	JAN - JUNE 2023			08/18/2023	ANIM CONT - Animal Control Charitable Contr*		\$287.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$287.00		

# Payment Register

From Payment Date: 8/18/2023 - To Payment Date: 8/24/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
139532	08/24/2023	Open			Accounts Payable	TURLOCK CITY TOW INC	\$40.00		
	Invoice		Date	Description		Amount			
	128748		07/01/2023	TOWING SERVICE FOR PD ON 7/1/23		\$40.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$40.00			
139533	08/24/2023	Open			Accounts Payable	TURLOCK FIRE DEPT INC TOY ACCOUNT	\$404.00		
	Invoice		Date	Description		Amount			
	JAN - JUNE 2023		08/18/2023	TOYS TOTS - Toys for Tots Charitable Contrib*		\$404.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$404.00			
139534	08/24/2023	Open			Accounts Payable	TURLOCK JOURNAL	\$695.00		
	Invoice		Date	Description		Amount			
	346361		08/10/2023	Public Notice for 8/3/23 Planning Commission Meeting		\$195.00			
	346892		08/06/2023	Environmental Compliance Inspector Assistant 8/4/23- 8/4/23		\$250.00			
	346891		08/06/2023	Senior Planner 8/4/23-8/4/23		\$250.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$445.00			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$250.00			
139535	08/24/2023	Open			Accounts Payable	TURLOCK POLICE CHAPLAINCY	\$333.00		
	Invoice		Date	Description		Amount			
	JAN - JUNE 2023		08/18/2023	CHAPLIN - Chaplin Program*		\$333.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$333.00			
139536	08/24/2023	Open			Accounts Payable	TURLOCK POLICE WIDOWS & ORPHANS	\$1,183.00		
	Invoice		Date	Description		Amount			
	JAN - JUNE 2023		08/18/2023	PD WIDOW - Police Widows & Orphans Charitab*		\$1,183.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$1,183.00			
139537	08/24/2023	Open			Accounts Payable	TURLOCK TRANSFER INC	\$141.70		
	Invoice		Date	Description		Amount			
	29552		08/01/2023	UHC REFUSE DISPOSAL JULY 2023		\$141.70			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$141.70			
139538	08/24/2023	Open			Accounts Payable	UNITED RENTAL INC	\$110.80		
	Invoice		Date	Description		Amount			
	223029584-001		08/07/2023	EQUIP #9406850		\$110.80			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$110.80			
139539	08/24/2023	Open			Accounts Payable	UNITED WAY OF STANISLAUS	\$370.00		
	Invoice		Date	Description		Amount			
	JAN - JUNE 2023		08/18/2023	UNIT WAY - United Way Charitable Contrib*		\$370.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$370.00			

# Payment Register

From Payment Date: 8/18/2023 - To Payment Date: 8/24/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
139540	08/24/2023	Open			Accounts Payable	US BANK	\$1,300.00		
	Invoice		Date	Description			Amount		
	6998790		07/25/2023	Administrative Fees-CFD #1 (7/1/23-6/30/24)			\$1,300.00		
	Paying Fund			Cash Account			Amount		
	705 - NW Triangle Mello Roos (CFD #1)			705.11000 (Cash)			\$1,300.00		
139541	08/24/2023	Open			Accounts Payable	V & V MFG INC	\$1,811.50		
	Invoice		Date	Description			Amount		
	57618		08/08/2023	POLICE BADGE ORDER			\$1,811.50		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$1,811.50		
139542	08/24/2023	Open			Accounts Payable	VERDEK LLC	\$3,566.70		
	Invoice		Date	Description			Amount		
	86040		08/21/2023	E.V. Charging Subscription Renewal - Chargepoint July 2023			\$1,612.00		
	86188		08/21/2023	E.V Station Warranty & Support Fees - Chargepoint July 2023			\$1,954.70		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			\$3,566.70		
139543	08/24/2023	Open			Accounts Payable	Veritone, Inc.	\$8,200.00		
	Invoice		Date	Description			Amount		
	504306		07/31/2023	LICENSE 8/1/23-7/31/24			\$8,200.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$8,200.00		
139544	08/24/2023	Open			Accounts Payable	VERIZON WIRELESS	\$506.10		
	Invoice		Date	Description			Amount		
	9941189687		07/04/2023	FIRE - JUL 04 - AUG 03, 2023			\$253.05		
	9938801881		07/03/2023	FIRE JUN 04 - JUL 03, 2023			\$253.05		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$152.04		
	240 - Small Equipment Replacement			240.11000 (Cash)			\$354.06		
139545	08/24/2023	Open			Accounts Payable	Viking Shred, LLC	\$170.00		
	Invoice		Date	Description			Amount		
	51131770		08/01/2023	CITY WIDE SHREDDING - AUGUST 2023			\$170.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$156.00		
	450 - SRWA - Operations			450.11000 (Cash)			\$14.00		
139546	08/24/2023	Open			Accounts Payable	VIRTUAL PROJECT MANAGER LLC	\$1,250.00		
	Invoice		Date	Description			Amount		
	12-3715		08/01/2023	Project Management Software Tool for Capital Projects-Aug 2023			\$1,250.00		
	Paying Fund			Cash Account			Amount		
	502 - Engineering			502.11000 (Cash)			\$1,250.00		
139547	08/24/2023	Open			Accounts Payable	VWR INTERNATIONAL INC	\$1,190.81		
	Invoice		Date	Description			Amount		
	8813718496		08/10/2023	VWR TIMER CLOCK DIGITAL DESK, TRYPTIC SOY BROTH			\$110.50		
	8813733507		08/11/2023	PRESENCE ABSENCE BROTH 500GM, STANDARDMETHODSAGAR 500GM			\$179.89		

# Payment Register

From Payment Date: 8/18/2023 - To Payment Date: 8/24/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	8813659612		08/04/2023		POTASSIUM CHLORIDE 3 MOLAR		\$148.03		
	8813655245		08/03/2023		WASH BOTTLE UNITARY 250ML PK4 AND 500ML PK4		\$32.97		
	883652221		08/03/2023		LAB SUPPLIES		\$337.17		
	8813652221		08/03/2023		LAB SUPPLIES		\$337.17		
	8813646464		08/03/2023		VWR CONTAINER SPECMN IW ST 5OZCS100		\$45.08		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$45.08		
	420 - WATER				420.11000 (Cash)		\$1,145.73		
139548	08/24/2023	Open			Accounts Payable	WEBSTER BANK		\$3,414,692.70	
	Invoice			Date	Description		Amount		
	8-15-2023		08/15/2023		2022 Sewer Bond Refunding - Principal & Interest		\$3,414,692.70		
	Paying Fund				Cash Account		Amount		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$3,414,692.70		
139549	08/24/2023	Open			Accounts Payable	WESTERN VIEW MOBILE RANCH		\$1,145.61	
	Invoice			Date	Description		Amount		
	Sept 2023		08/16/2023		WESTERN VIEW-MOBILE HOME RENT SUBSIDY PROGRAM SEPT 2023		\$1,145.61		
	Paying Fund				Cash Account		Amount		
	625 - Successor Agency - LMI				625.11000 (Cash)		\$1,145.61		
139550	08/24/2023	Open			Accounts Payable	WESTSIDE MINISTRIES		\$121.00	
	Invoice			Date	Description		Amount		
	JAN - JUNE 2023		08/18/2023		WESTSIDE - Westside Ministry Charitable Con*		\$121.00		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$121.00		
139551	08/24/2023	Open			Accounts Payable	FUHLENDORF, MICHAEL		\$125.00	
	Invoice			Date	Description		Amount		
	101600368		08/07/2023		ICC CERTIFICATION REIMBURSEMENT		\$125.00		
	Paying Fund				Cash Account		Amount		
	405 - Building				405.11000 (Cash)		\$125.00		
139552	08/24/2023	Open			Accounts Payable	GILGERT, JOHN		\$200.00	
	Invoice			Date	Description		Amount		
	2024-00024841		08/16/2023		A/C REFUND		\$200.00		
	Paying Fund				Cash Account		Amount		
	203 - Animal Fee Forfeiture				203.11000 (Cash)		\$200.00		
139553	08/24/2023	Open			Accounts Payable	GRACE, ERIKA		\$256.00	
	Invoice			Date	Description		Amount		
	TR#4850 PER DIEM		08/09/2023		CCIAA TRAIN. CONF., SAN DIEGO, 9/4/23-9/8/23		\$256.00		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$256.00		
139554	08/24/2023	Open			Accounts Payable	HOMEN , CYNTHIA		\$100.00	
	Invoice			Date	Description		Amount		
	2023-00219592		07/26/2023		A/C REFUND		\$100.00		
	Paying Fund				Cash Account		Amount		
	203 - Animal Fee Forfeiture				203.11000 (Cash)		\$100.00		

# Payment Register

From Payment Date: 8/18/2023 - To Payment Date: 8/24/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
139555	08/24/2023	Open			Accounts Payable	HOTTEL, KEN	\$100.00		
		Invoice	Date	Description			Amount		
	2023-00219592		07/26/2023	A/C REFUND			\$100.00		
	Paying Fund			Cash Account			Amount		
	203 - Animal Fee Forfeiture			203.11000 (Cash)			\$100.00		
139556	08/24/2023	Open			Accounts Payable	MURCHISON, DAVID	\$100.00		
		Invoice	Date	Description			Amount		
	2023-00007505		08/09/2023	A/C REFUND			\$100.00		
	Paying Fund			Cash Account			Amount		
	203 - Animal Fee Forfeiture			203.11000 (Cash)			\$100.00		
139557	08/24/2023	Open			Accounts Payable	NAVARRO, FRANCISCO	\$99.13		
		Invoice	Date	Description			Amount		
	TR 4841 DEMAND		08/17/2023	UBER & AIRPORT PARK. REIMBURSEMENT			\$99.13		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$99.13		
139558	08/24/2023	Open			Accounts Payable	RUVALCABA, SANDRA	\$100.00		
		Invoice	Date	Description			Amount		
	2024-00020058		08/16/2023	A/C REFUND			\$100.00		
	Paying Fund			Cash Account			Amount		
	203 - Animal Fee Forfeiture			203.11000 (Cash)			\$100.00		
139559	08/24/2023	Open			Accounts Payable	SHALLENBERGER, JOHN	\$200.00		
		Invoice	Date	Description			Amount		
	2023-00177940		08/11/2023	A/C REFUND			\$200.00		
	Paying Fund			Cash Account			Amount		
	203 - Animal Fee Forfeiture			203.11000 (Cash)			\$200.00		
139560	08/24/2023	Open			Accounts Payable	SHATTIUC, FREDERIC	\$100.00		
		Invoice	Date	Description			Amount		
	2023-00231165		08/04/2023	A/C REFUND			\$100.00		
	Paying Fund			Cash Account			Amount		
	203 - Animal Fee Forfeiture			203.11000 (Cash)			\$100.00		
139561	08/24/2023	Open			Accounts Payable	SLADE, ANN	\$100.00		
		Invoice	Date	Description			Amount		
	2024-00007582		07/29/2023	A/C REFUND			\$100.00		
	Paying Fund			Cash Account			Amount		
	203 - Animal Fee Forfeiture			203.11000 (Cash)			\$100.00		
139562	08/24/2023	Open			Accounts Payable	STORMENT, KODI	\$132.00		
		Invoice	Date	Description			Amount		
	2023-00231173		08/09/2023	A/C REFUND			\$132.00		
	Paying Fund			Cash Account			Amount		
	203 - Animal Fee Forfeiture			203.11000 (Cash)			\$132.00		
139563	08/24/2023	Open			Accounts Payable	York, Wayne	\$600.00		
		Invoice	Date	Description			Amount		
	Prof Dev FY23/24		08/21/2023	Professional Development FY 23/24			\$600.00		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			\$600.00		

Type Check Totals:  
AP - Accounts Payable Totals

119 Transactions

\$3,890,358.71



# Payment Register

From Payment Date: 8/18/2023 - To Payment Date: 8/24/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
				<b>Checks</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
					Open	119	\$3,890,358.71	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>119</b>	<b>\$3,890,358.71</b>	<b>\$0.00</b>	
				<b>All</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
					Open	119	\$3,890,358.71	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>119</b>	<b>\$3,890,358.71</b>	<b>\$0.00</b>	
<b>Grand Totals:</b>									
				<b>Checks</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
					Open	119	\$3,890,358.71	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>119</b>	<b>\$3,890,358.71</b>	<b>\$0.00</b>	
				<b>All</b>	<b>Status</b>	<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
					Open	119	\$3,890,358.71	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					<b>Total</b>	<b>119</b>	<b>\$3,890,358.71</b>	<b>\$0.00</b>	

# Payment Register

From Payment Date: 4/1/2023 - To Payment Date: 4/30/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
EFT									
5072	04/14/2023	Open			Accounts Payable	CALIFORNIA DEPT OF TAX AND FEE ADMIN	\$7,126.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	0033057464		04/14/2023		SALES TAX PURCHASE-OOS AND ONLINE VENDORS-2022 CALENDAR YEAR		\$7,126.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$2,058.58		
	117 - Cannabis				117.11000 (Cash)		\$124.02		
	203 - Animal Fee Forfeiture				203.11000 (Cash)		\$150.28		
	204 - SolidWaste/Recycle/PublicEducati				204.11000 (Cash)		\$91.60		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$114.45		
	246 - Landscape Assessment				246.11000 (Cash)		\$284.38		
	270 - Recreation Grants				270.11000 (Cash)		\$506.05		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$2,563.08		
	420 - WATER				420.11000 (Cash)		\$108.05		
	426 - Transit				426.11000 (Cash)		\$1,029.25		
	501 - Information Technology				501.11000 (Cash)		\$58.48		
	506 - Vehicle/Equipment Replacement				506.11000 (Cash)		\$37.78		
5131	04/28/2023	Open			Accounts Payable	CH2M Hill Engineers, Inc	\$4,958,795.35		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	32 REV 00		03/31/2023		SRWA - Design Build Contract 2022-23 for March 2023		\$4,958,795.35		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	950 - SRWA - JPA				950.11000 (Cash)		\$4,958,795.35		
5248	04/26/2023	Open			Accounts Payable	US BANK-VISA	\$158,554.25		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	4/24/2023X9452		04/26/2023		Procurement Card Charges - 4/24/23 Statement		\$158,554.25		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	110 - General Fund				110.11000 (Cash)		\$158,554.25		
5375	04/12/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$458.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	817545969		04/12/2023		CLAIMS MARCH 2023 - MGMT		\$458.00		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	511 - Health Care				511.11000 (Cash)		\$458.00		
5376	04/12/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$3,290.66		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	817545964		04/12/2023		CLAIMS MARCH 2023 - TCEA		\$3,290.66		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	511 - Health Care				511.11000 (Cash)		\$3,290.66		
5377	04/12/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$232.87		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	817545960		04/12/2023		CLAIMS MARCH 2023 - CONFIDENTIAL		\$232.87		
	<u>Paying Fund</u>				<u>Cash Account</u>		<u>Amount</u>		
	511 - Health Care				511.11000 (Cash)		\$232.87		

# Payment Register

From Payment Date: 4/1/2023 - To Payment Date: 4/30/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
5378	04/12/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$149.00		
	Invoice		Date	Description			Amount		
	817545956		04/12/2023	CLAIMS MARCH 2023 - FIRE			\$149.00		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$149.00		
5379	04/12/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$264.99		
	Invoice		Date	Description			Amount		
	817545954		04/12/2023	CLAIMS MARCH 2023 - TAPO			\$264.99		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$264.99		
5380	04/12/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$195.00		
	Invoice		Date	Description			Amount		
	817545951		04/12/2023	CLAIMS MARCH 2023 - RETIREES			\$195.00		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$195.00		
5381	04/12/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$74.50		
	Invoice		Date	Description			Amount		
	817547875		04/12/2023	CLAIMS MARCH 2023 - CITY OF TURLOCK			\$74.50		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$74.50		
5382	04/12/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$459.90		
	Invoice		Date	Description			Amount		
	817524664		04/12/2023	PREMIUMS APRIL 2023 - TAPO			\$459.90		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$459.90		
5383	04/12/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$817.60		
	Invoice		Date	Description			Amount		
	817524661		04/12/2023	PREMIUMS APRIL 2023 - TCEA			\$817.60		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$817.60		
5384	04/12/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$15.33		
	Invoice		Date	Description			Amount		
	817510882		04/12/2023	PREMIUMS APRIL 2023 - CITY OF TURLOCK			\$15.33		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$15.33		
5385	04/12/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$71.54		
	Invoice		Date	Description			Amount		
	817524660		04/12/2023	PREMIUMS APRIL 2023 - MGMT			\$71.54		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$71.54		
5386	04/12/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$51.10		
	Invoice		Date	Description			Amount		
	817524662		04/12/2023	PREMIUMS APRIL 2023 - CONFIDENTIAL			\$51.10		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$51.10		

# Payment Register

From Payment Date: 4/1/2023 - To Payment Date: 4/30/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
5387	04/12/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$183.96		
			Date	Description		Amount			
	817524663		04/12/2023	PREMIUMS APRIL 2023 - FIRE		\$183.96			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$183.96			
5388	04/12/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$10.22		
			Date	Description		Amount			
	817524665		04/12/2023	PREMIUMS APRIL 2023 - TMAPS		\$10.22			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$10.22			
5389	04/12/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$81.76		
			Date	Description		Amount			
	817524666		04/12/2023	PREMIUMS APRIL 2023 - RETIREES		\$81.76			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$81.76			
5430	04/10/2023	Open			Accounts Payable	CalPERS	\$288,049.52		
			Date	Description		Amount			
	3/31/23PR		04/10/2023	3/31/23PR-CALPERS		\$288,049.52			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$288,049.67			
	110 - General Fund			110.11000 (Cash)		(\$0.15)			
5431	04/21/2023	Open			Accounts Payable	CalPERS	\$280,936.22		
			Date	Description		Amount			
	4/15/23PR		04/21/2023	4/15/23PR-CALPERS		\$280,936.22			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$280,936.22			
5432	04/03/2023	Open			Accounts Payable	STATE OF CALIFORNIA - PR TAXES	\$52,808.28		
			Date	Description		Amount			
	3/31/23PR		04/03/2023	3/31/23PR-STATE TAXES		\$52,808.28			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$52,808.28			
5433	04/05/2023	Open			Accounts Payable	GOLDEN ONE CREDIT UNION	\$5,574.31		
			Date	Description		Amount			
	3/31/23PR		04/05/2023	3/31/23PR-GOLDEN 1 CU		\$5,574.31			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$5,574.31			
5434	04/05/2023	Open			Accounts Payable	T A P O	\$5,203.60		
			Date	Description		Amount			
	3/31/23PR		04/05/2023	3/31/23PR-TAPO DUES		\$5,203.60			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$5,203.60			
5435	04/05/2023	Open			Accounts Payable	T C E A	\$2,976.75		
			Date	Description		Amount			
	3/31/23PR		04/05/2023	3/31/23PR-TCEA DUES		\$2,976.75			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		\$2,976.75			

# Payment Register

From Payment Date: 4/1/2023 - To Payment Date: 4/30/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
5436	04/05/2023	Open			Accounts Payable	T C E A	\$73.50		
	Invoice		Date	Description			Amount		
	3/31/23PR-BENEVO		04/05/2023	3/31/23PR-TCEA BENEVOLENCE DUES			\$73.50		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$73.50		
5437	04/05/2023	Open			Accounts Payable	TMAPS	\$250.00		
	Invoice		Date	Description			Amount		
	3/31/23PR		04/05/2023	3/31/23PR-TMAPS DUES			\$250.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$250.00		
5438	04/05/2023	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$5,384.60		
	Invoice		Date	Description			Amount		
	BE005454325		04/05/2023	DELTA DENTAL CLAIMS FOR 3/24/23-3/30/23			\$5,384.60		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$5,384.60		
5439	04/05/2023	Open			Accounts Payable	UMR	\$65,427.87		
	Invoice		Date	Description			Amount		
	3/28/23-4/3/23		04/05/2023	UMR CLAIMS FOR 3/28/23-4/3/23			\$65,427.87		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$65,427.87		
5440	04/05/2023	Open			Accounts Payable	CA SDU	\$2,555.00		
	Invoice		Date	Description			Amount		
	3/31/23PR		04/05/2023	3/31/23PR-CHILD SUPPORT PAYMENT			\$2,555.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$2,555.00		
5441	04/10/2023	Open			Accounts Payable	CalPERS	\$159.66		
	Invoice		Date	Description			Amount		
	100000017131240		04/10/2023	2023 REPLACEMENT BENEFIT CONTRIBUTION-JEFFREY LEWIS			\$159.66		
	Paying Fund			Cash Account			Amount		
	501 - Information Technology			501.11000 (Cash)			\$159.66		
5442	04/10/2023	Open			Accounts Payable	ICMA-RC	\$88,021.84		
	Invoice		Date	Description			Amount		
	3/31/23PR		04/10/2023	3/31/23PR-ICMA			\$88,021.84		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$88,021.84		
5443	04/10/2023	Open			Accounts Payable	T A P O	\$14,837.19		
	Invoice		Date	Description			Amount		
	3/31/23PR-RHS		04/10/2023	3/31/23PR-TAPO RHS DUES			\$14,837.19		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$14,837.19		
5444	04/10/2023	Open			Accounts Payable	TFRA	\$8,205.16		
	Invoice		Date	Description			Amount		
	3/31/23PR		04/10/2023	3/31/23PR-TFRA RHS DUES			\$8,205.16		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$8,205.16		

# Payment Register

From Payment Date: 4/1/2023 - To Payment Date: 4/30/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
5445	04/12/2023	Open			Accounts Payable	UMR	\$102,916.38		
	Invoice		Date	Description			Amount		
	4/4/23-4/10/23		04/12/2023	UMR CLAIMS FOR 4/4/23-4/10/23			\$102,916.38		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$102,916.38		
5446	04/14/2023	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$3,318.24		
	Invoice		Date	Description			Amount		
	BE005463792		04/14/2023	DELTA DENTAL CLAIMS FOR 3/31/23-4/6/23			\$3,318.24		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$3,318.24		
5447	04/18/2023	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$5,926.69		
	Invoice		Date	Description			Amount		
	BE005468435		04/18/2023	DELTA DENTAL CLAIMS FOR 4/7/23-4/13/23			\$5,926.69		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$5,926.69		
5448	04/19/2023	Open			Accounts Payable	UMR	\$43,023.65		
	Invoice		Date	Description			Amount		
	4/11/23-4/17/23		04/19/2023	UMR CLAIMS FOR 4/11/23-4/17/23			\$43,023.65		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$43,023.65		
5449	04/20/2023	Open			Accounts Payable	GOLDEN ONE CREDIT UNION	\$5,574.31		
	Invoice		Date	Description			Amount		
	4/15/23PR		04/20/2023	4/15/23PR-GOLDEN 1 CU			\$5,574.31		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$5,574.31		
5450	04/20/2023	Open			Accounts Payable	T A P O	\$5,133.60		
	Invoice		Date	Description			Amount		
	4/15/23PR		04/20/2023	4/15/23PR-TAPO DUES			\$5,133.60		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$5,133.60		
5451	04/20/2023	Open			Accounts Payable	T C E A	\$2,936.25		
	Invoice		Date	Description			Amount		
	4/15/23PR		04/20/2023	4/15/23PR-TCEA DUES			\$2,936.25		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$2,936.25		
5452	04/20/2023	Open			Accounts Payable	TFRA	\$5,077.60		
	Invoice		Date	Description			Amount		
	4/15/23PR		04/20/2023	4/15/23PR-TFRA DUES			\$5,077.60		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$5,077.60		
5453	04/20/2023	Open			Accounts Payable	TURLOCK CITY FIRE INC	\$420.00		
	Invoice		Date	Description			Amount		
	4/15/23PR		04/20/2023	4/15/23PR-FIRE INC DUES			\$420.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$420.00		

# Payment Register

From Payment Date: 4/1/2023 - To Payment Date: 4/30/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
5454	04/20/2023	Open			Accounts Payable	TURLOCK HEALTH & FITNESS CENTER, INC, DBA BRENDA ATHLETIC	\$180.00		
	Invoice		Date		Description		Amount		
	4/15/23PR		04/20/2023		4/15/23PR-TURLOCK HEALTH CLUB		\$180.00		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$180.00		
5455	04/20/2023	Open			Accounts Payable	T C E A	\$72.50		
	Invoice		Date		Description		Amount		
	4/15/23PR-BENEVO		04/20/2023		4/15/23PR-TCEA BENEVOLENCE DUES		\$72.50		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$72.50		
5456	04/20/2023	Open			Accounts Payable	UMR	\$115,810.86		
	Invoice		Date		Description		Amount		
	MAY 23 PREM		04/20/2023		UMR MAY 2023 HEALTH PREMIUMS		\$115,810.86		
	Paying Fund				Cash Account		Amount		
	511 - Health Care				511.11000 (Cash)		\$115,810.86		
5457	04/20/2023	Open			Accounts Payable	UMR	\$420.18		
	Invoice		Date		Description		Amount		
	MAY 23 CUSTODIAL		04/20/2023		UMR MAY 2023 CUSTODIAL AND BANKING FEE		\$420.18		
	Paying Fund				Cash Account		Amount		
	511 - Health Care				511.11000 (Cash)		\$420.18		
5458	04/20/2023	Open			Accounts Payable	CA SDU	\$2,448.50		
	Invoice		Date		Description		Amount		
	4/15/23PR		04/20/2023		4/15/23PR-CHILD SUPPORT PAYMENT		\$2,448.50		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$2,448.50		
5459	04/20/2023	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$200,410.30		
	Invoice		Date		Description		Amount		
	4/15/23PR		04/20/2023		4/15/23PR-FEDERAL TAXES		\$200,410.30		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$200,410.30		
5460	04/20/2023	Open			Accounts Payable	STATE OF CALIFORNIA - PR TAXES	\$58,389.63		
	Invoice		Date		Description		Amount		
	4/15/23PR		04/20/2023		4/15/23PR-STATE TAXES		\$58,389.63		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$58,389.63		
5461	04/10/2023	Open			Accounts Payable	INTERNAL REVENUE SERVICE	\$193.35		
	Invoice		Date		Description		Amount		
	4/7/23PR		04/10/2023		4/7/23PR-FEDERAL TAXES-MAGANA & SEFIC		\$193.35		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$193.35		
5462	04/21/2023	Open			Accounts Payable	ICMA-RC	\$89,602.83		
	Invoice		Date		Description		Amount		
	4/15/23PR		04/21/2023		4/15/23PR-ICMA		\$89,602.83		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$89,602.83		

# Payment Register

From Payment Date: 4/1/2023 - To Payment Date: 4/30/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
5463	04/21/2023	Open			Accounts Payable	T A P O	\$14,889.63		
	Invoice		Date	Description			Amount		
	4/15/23PR-RHS		04/21/2023	4/15/23PR-TAPO RHS DUES			\$14,889.63		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$14,889.63		
5464	04/21/2023	Open			Accounts Payable	TFRA	\$8,165.12		
	Invoice		Date	Description			Amount		
	4/15/23PR-RHS		04/21/2023	4/15/23PR-TFRA RHS DUES			\$8,165.12		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$8,165.12		
5465	04/24/2023	Open			Accounts Payable	EMPLOYMENT DEVELOP DEPT	\$2,930.00		
	Invoice		Date	Description			Amount		
	L1668756368		04/24/2023	UNEMPLOYMENT CHARGES FOR 1/1/23-3/31/23			\$2,930.00		
	Paying Fund			Cash Account			Amount		
	512 - Casualty Insurance			512.11000 (Cash)			\$2,930.00		
5466	04/24/2023	Open			Accounts Payable	UNUM LIFE INSURANCE COMPANY OF AMERICA	\$23,039.47		
	Invoice		Date	Description			Amount		
	MAY 2023		04/24/2023	UNUM LTD AND LIFE INSURANCE FOR MAY 2023			\$23,039.47		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$23,039.47		
5467	04/26/2023	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	\$4,617.59		
	Invoice		Date	Description			Amount		
	BE005490292		04/26/2023	DELTA DENTAL CLAIMS FOR 4/14/23-4/20/23			\$4,617.59		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$4,617.59		
5468	04/18/2023	Open			Accounts Payable	UMR	(\$972.34)		
	Invoice		Date	Description			Amount		
	MAR23 COBRA REF		04/18/2023	UMR MARCH COBRA REFUND			(\$972.34)		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			(\$972.34)		
5470	04/26/2023	Open			Accounts Payable	UMR	\$85,730.88		
	Invoice		Date	Description			Amount		
	4/18/23-4/24/23		04/26/2023	UMR CLAIMS FOR 4/18/23-4/24/23			\$85,730.88		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$85,730.88		
5471	04/30/2023	Open			Accounts Payable	Optum Bank, Inc.	\$21,450.48		
	Invoice		Date	Description			Amount		
	3/31/23PR		04/05/2023	3/31/23PR-HSA EE & ER			\$10,596.08		
	4/15/23PR		04/19/2023	4/15/23PR-HSA EE & ER			\$10,854.40		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$21,450.48		
5472	04/18/2023	Open			Accounts Payable	UMR	(\$46,151.00)		
	Invoice		Date	Description			Amount		
	MAR23 RET REF		04/18/2023	UMR MARCH 2023 RETIREE REFUND			(\$46,151.00)		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			(\$46,151.00)		



# Payment Register

From Payment Date: 4/1/2023 - To Payment Date: 4/30/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Type EFT Totals:				60 Transactions			\$6,706,850.23		
AP - Accounts Payable Totals									
<b>Grand Totals:</b>									
<b>EFTs</b>				<b>Status</b>	<b>Count</b>		<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
				Open	60		\$6,706,850.23	\$0.00	
				Reconciled	0		\$0.00	\$0.00	
				Voided	0		\$0.00	\$0.00	
				<b>Total</b>	<b>60</b>		<b>\$6,706,850.23</b>	<b>\$0.00</b>	
<b>All</b>				<b>Status</b>	<b>Count</b>		<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
				Open	60		\$6,706,850.23	\$0.00	
				Reconciled	0		\$0.00	\$0.00	
				Voided	0		\$0.00	\$0.00	
				Stopped	0		\$0.00	\$0.00	
				<b>Total</b>	<b>60</b>		<b>\$6,706,850.23</b>	<b>\$0.00</b>	
<b>EFTs</b>				<b>Status</b>	<b>Count</b>		<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
				Open	60		\$6,706,850.23	\$0.00	
				Reconciled	0		\$0.00	\$0.00	
				Voided	0		\$0.00	\$0.00	
				<b>Total</b>	<b>60</b>		<b>\$6,706,850.23</b>	<b>\$0.00</b>	
<b>All</b>				<b>Status</b>	<b>Count</b>		<b>Transaction Amount</b>	<b>Reconciled Amount</b>	
				Open	60		\$6,706,850.23	\$0.00	
				Reconciled	0		\$0.00	\$0.00	
				Voided	0		\$0.00	\$0.00	
				Stopped	0		\$0.00	\$0.00	
				<b>Total</b>	<b>60</b>		<b>\$6,706,850.23</b>	<b>\$0.00</b>	

# Payment Register

From Payment Date: 5/1/2023 - To Payment Date: 5/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
EFT									
5200	05/19/2023	Open			Accounts Payable	CH2M Hill Engineers, Inc	\$3,466,713.18		
	Invoice		Date	Description		Amount			
	33 Rev 00		04/30/2023	SRWA - Design Build Contract 2022-23 for April 2023		\$3,466,713.18			
	Paying Fund			Cash Account		Amount			
	950 - SRWA - JPA			950.11000 (Cash)		\$3,466,713.18			
5374	05/24/2023	Open			Accounts Payable	US BANK-VISA	\$150,045.30		
	Invoice		Date	Description		Amount			
	5/22/2023X9452		05/24/2023	Procurement Card Charges - 5/22/23 Statement		\$150,045.30			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$150,045.30			
5390	05/15/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$527.98		
	Invoice		Date	Description		Amount			
	817766491		05/15/2023	CLAIMS APRIL 2023 - FIRE		\$527.98			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$527.98			
5391	05/15/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$2,234.24		
	Invoice		Date	Description		Amount			
	817766499		05/15/2023	CLAIMS APRIL 2023 - TCEA		\$2,234.24			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$2,234.24			
5392	05/15/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$273.15		
	Invoice		Date	Description		Amount			
	817766503		05/15/2023	CLAIMS APRIL 2023 - RETIREES		\$273.15			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$273.15			
5393	05/15/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$425.73		
	Invoice		Date	Description		Amount			
	817766506		05/15/2023	CLAIMS APRIL 2023 - MGMT		\$425.73			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$425.73			
5394	05/15/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$772.29		
	Invoice		Date	Description		Amount			
	817766489		05/15/2023	CLAIMS APRIL 2023 - TAPO		\$772.29			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$772.29			
5395	05/15/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$419.02		
	Invoice		Date	Description		Amount			
	817746882		05/15/2023	PREMIUMS MAY 2023 - TAPO		\$419.02			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$419.02			
5396	05/15/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$81.76		
	Invoice		Date	Description		Amount			
	817746884		05/15/2023	PREMIUMS MAY 2023 - RETIREES		\$81.76			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$81.76			

# Payment Register

From Payment Date: 5/1/2023 - To Payment Date: 5/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
5397	05/15/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$10.22		
	Invoice		Date	Description			Amount		
	817746883		05/15/2023	PREMIUMS MAY 2023 - TMAPS			\$10.22		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$10.22		
5398	05/15/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$189.07		
	Invoice		Date	Description			Amount		
	817746881		05/15/2023	PREMIUMS MAY 2023 - FIRE			\$189.07		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$189.07		
5399	05/15/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$51.10		
	Invoice		Date	Description			Amount		
	817746880		05/15/2023	PREMIUMS MAY 2023 - CONFIDENTIAL			\$51.10		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$51.10		
5400	05/15/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$81.76		
	Invoice		Date	Description			Amount		
	817746878		05/15/2023	PREMIUMS MAY 2023 - MGMT			\$81.76		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$81.76		
5401	05/15/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$15.33		
	Invoice		Date	Description			Amount		
	817734948		05/15/2023	PREMIUMS MAY 2023 - CITY OF TURLOCK			\$15.33		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$15.33		
5402	05/15/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$776.72		
	Invoice		Date	Description			Amount		
	817746879		05/15/2023	PREMIUMS MAY 2023 - TCEA			\$776.72		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$776.72		

Type EFT Totals:

AP - Accounts Payable Totals

15 Transactions

\$3,622,616.85

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	15	\$3,622,616.85	\$0.00
	Reconciled	0	\$0.00	\$0.00

# Payment Register

From Payment Date: 5/1/2023 - To Payment Date: 5/31/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Voided		0	\$0.00	\$0.00
					Total		15	\$3,622,616.85	\$0.00
<hr/>									
		<b>All</b>			<b>Status</b>		<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>
					Open		15	\$3,622,616.85	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Stopped		0	\$0.00	\$0.00
					Total		15	\$3,622,616.85	\$0.00
<hr/>									
<b>Grand Totals:</b>					<b>EFTs</b>			<b>Transaction Amount</b>	<b>Reconciled Amount</b>
					Open		15	\$3,622,616.85	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Total		15	\$3,622,616.85	\$0.00
		<b>All</b>			<b>Status</b>		<b>Count</b>	<b>Transaction Amount</b>	<b>Reconciled Amount</b>
					Open		15	\$3,622,616.85	\$0.00
					Reconciled		0	\$0.00	\$0.00
					Voided		0	\$0.00	\$0.00
					Stopped		0	\$0.00	\$0.00
					Total		15	\$3,622,616.85	\$0.00

# Payment Register

From Payment Date: 6/1/2023 - To Payment Date: 6/30/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
EFT									
5215	06/02/2023	Open			Accounts Payable	CALIFORNIA DEPT OF TAX AND FEE ADMIN	\$138.92		
	Invoice		Date	Description		Amount			
	1/1/23-3/31/23		03/31/2023	JAN-MAR 2023 STATE CNG FUEL TAX		\$138.92			
	Paying Fund			Cash Account		Amount			
	505 - Fleet			505.11000 (Cash)		\$138.92			
5249	06/22/2023	Open			Accounts Payable	CH2M Hill Engineers, Inc	\$3,795,646.14		
	Invoice		Date	Description		Amount			
	34 Rev 01		05/31/2023	SRWA - Design Build Contract 2022-23 for May 2023		\$3,795,646.14			
	Paying Fund			Cash Account		Amount			
	950 - SRWA - JPA			950.11000 (Cash)		\$3,795,646.14			
5373	06/26/2023	Open			Accounts Payable	US BANK-VISA	\$162,107.75		
	Invoice		Date	Description		Amount			
	6/22/2023X9452		06/26/2023	Procurement Card Charges - 6/22/23 Statement		\$162,107.75			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$162,107.75			
5403	06/26/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$1,199.11		
	Invoice		Date	Description		Amount			
	817997642		06/26/2023	CLAIMS MAY 2023 - TCEA		\$1,199.11			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$1,199.11			
5404	06/26/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$142.00		
	Invoice		Date	Description		Amount			
	817997636		06/26/2023	CLAIMS MAY 2023 - MANAGEMENT		\$142.00			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$142.00			
5405	06/26/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$648.70		
	Invoice		Date	Description		Amount			
	817997647		06/26/2023	CLAIMS MAY 2023 - FIRE		\$648.70			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$648.70			
5406	06/26/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$880.75		
	Invoice		Date	Description		Amount			
	817997653		06/26/2023	CLAIMS MAY 2023 - TAPO		\$880.75			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$880.75			
5407	06/26/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$10.22		
	Invoice		Date	Description		Amount			
	817966049		06/26/2023	PREMIUMS JUNE 2023 - CITY OF TURLOCK		\$10.22			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		\$10.22			
5408	06/26/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$61.32		
	Invoice		Date	Description		Amount			
	817978110		06/26/2023	PREMIUMS JUNE 2023 - EXECUTIVE TEAM		\$61.32			
	Paying Fund			Cash Account		Amount			

# Payment Register

From Payment Date: 6/1/2023 - To Payment Date: 6/30/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	511 - Health Care			511.11000 (Cash)			\$61.32		
5409	06/26/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$91.98		
	Invoice		Date	Description			Amount		
	817978109		06/26/2023	PREMIUMS JUNE 2023 - MANAGEMENT			\$91.98		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$91.98		
5410	06/26/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$766.50		
	Invoice		Date	Description			Amount		
	817978111		06/26/2023	PREMIUMS JUNE 2023 - TCEA			\$766.50		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$766.50		
5411	06/26/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$56.21		
	Invoice		Date	Description			Amount		
	817978112		06/26/2023	PREMIUMS JUNE 2023 - CONFIDENTIAL			\$56.21		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$56.21		
5412	06/26/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$178.85		
	Invoice		Date	Description			Amount		
	817978113		06/26/2023	PREMIUMS JUNE 2023 - FIRE			\$178.85		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$178.85		
5413	06/26/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$373.03		
	Invoice		Date	Description			Amount		
	817978114		06/26/2023	PREMIUMS JUNE 2023 - TAPO			\$373.03		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$373.03		
5414	06/26/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$51.10		
	Invoice		Date	Description			Amount		
	817978115		06/26/2023	PREMIUMS JUNE 2023 - TMAPS			\$51.10		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			\$51.10		
5415	06/26/2023	Open			Accounts Payable	VISION SERVICE PLAN CA	\$81.76		
	Invoice		Date	Description			Amount		
	817978116		06/26/2023	PREMIUMS JUNE 2023 - RETIREE			\$81.76		

# Payment Register

From Payment Date: 6/1/2023 - To Payment Date: 6/30/2023

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund				Cash Account		Amount		
	511 - Health Care				511.11000 (Cash)		\$81.76		

Type EFT Totals:  
AP - Accounts Payable Totals

16 Transactions

\$3,962,434.34

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	16	\$3,962,434.34	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	<b>Total</b>	<b>16</b>	<b>\$3,962,434.34</b>	<b>\$0.00</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	16	\$3,962,434.34	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>16</b>	<b>\$3,962,434.34</b>	<b>\$0.00</b>

Grand Totals:

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	16	\$3,962,434.34	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	<b>Total</b>	<b>16</b>	<b>\$3,962,434.34</b>	<b>\$0.00</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	16	\$3,962,434.34	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>16</b>	<b>\$3,962,434.34</b>	<b>\$0.00</b>

# City Council Meeting Minutes

August 22, 2023

6:00 p.m.

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California



## CALL TO ORDER

Mayor Bublak called the meeting to order at 6:00 p.m.

## SALUTE TO THE FLAG

## ROLL CALL AND DECLARATION OF CONFLICTS

Present: Councilmembers Cassandra Abram, Rebecka Monez, Kevin Bixel, Vice Mayor Pam Franco, and Mayor Amy Bublak.

Absent: None

Councilmember Abram	Councilmember Bixel	Councilmember Franco	Councilmember Monez	Mayor Bublak
None	None	None	None	None

## 1. APPROVAL OF AGENDA AS POSTED OR AMENDED

Motion: Approval of Agenda as posted as motioned by Councilmember Monez, seconded by Vice Mayor Franco and carried 5/0 by the following vote:

Councilmember Abram	Councilmember Bixel	Councilmember Franco	Councilmember Monez	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

## 2. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, ANNOUNCEMENTS, PRESENTATIONS, AND BRIEFINGS

### A. Proclamation Ray Garcia – Retirement

Mayor Bublak presented Ray Garcia with a proclamation in honor of his retirement.

### B. Proclamation Keith Humphries – Retirement

Mr. Humphries was not in attendance to receive his proclamation so this item will be presented at a later date.

### C. Presentation Jeffrey Lewis – Mobile Medical Clinic Update

Jeffrey Lewis provided an update on the Mobile Medical Clinic and the Turlock Person-Centered Care program.

### D. Appointment Parks, Arts and Recreation Commission

Mayor Bublak recommended the appointment of John Snoke to the Parks, Arts and Recreation Commission.

Action: Motion by Councilmember Monez, seconded by Vice Mayor Franco, appointing John Snoke to the Parks, Arts and Recreation Commission. Motion carried 5/0 by the following vote:

Councilmember Abram	Councilmember Bixel	Councilmember Franco	Councilmember Monez	Mayor Bublak
Yes	Yes	Yes	Yes	Yes



**CITY OF TURLOCK  
CITY COUNCIL  
REGULAR MEETING MINUTES  
TUESDAY, AUGUST 22, 2023**

E. Briefing                      Qualifications for City Grant Recipients

City Attorney Petrulakis provided a briefing on the qualifications for City grant recipients and reviewed various grants the City provides, funding sources of those grants and current documentation requirements for certain federal grants. He stated that Director Quintero was working with Cloudburst Consultants to update some of the policies related to Development Services and funding obligations.

City Attorney Petrulakis posed several questions for discussion and feedback such as whether there should be requirements for both non-profit and for-profit organizations and individuals, does the City Council want the requirements to apply to all grants awarded by the City, should the requirements be applied to permits issued by the City for special events and should there be a minimum amount of grant funding where the requirements do not apply below the minimum or are shortened.

City Attorney Petrulakis and staff responded to questions from the City Council.

Mayor Bublak opened the item for public comment and the following members of the public spoke:

Ron Bridegroom

With no further comments, Mayor Bublak closed public comment.

The City Council discussed this item and provided feedback and direction to City Attorney on information they would like brought back for further consideration.

**3. PUBLIC PARTICIPATION**

Mayor Bublak opened public comment and the following members of the public spoke:

Michael Gonzalez  
Venita Quamme  
Brad Hansen  
Tom Clark  
John Gebelein  
Lori Smith  
Ron Bridegroom  
Vito Chiesa  
Mary Jackson

With no further comment, Mayor Bublak closed public comment.

**4. MOTION WAIVING READING OF ALL ORDINANCES ON THE AGENDA, EXCEPT BY TITLE**

Motion: Waiving reading of all ordinances on the agenda, except by title as motioned by Vice Mayor Franco, seconded by Councilmember Monez and carried 5/0 by the following vote:

Councilmember Abram	Councilmember Bixel	Councilmember Franco	Councilmember Monez	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

**CITY OF TURLOCK  
CITY COUNCIL  
REGULAR MEETING MINUTES  
TUESDAY, AUGUST 22, 2023**

**5. CONSENT CALENDAR**

Mayor Bublak announced that Consent Items 5A and 5F would be pulled for separate consideration.

- A. Item pulled for separate consideration
- B. Motion: Accepting Minutes of the 08/08/2023 Regular Meeting of the City of Turlock City Council
- C. Motion: Accepting improvements for City Project Nos. 22-001 and 22-017 "Wayside Drive Reconstruction and Sewer Replacement Project" and authorizing the City Engineer to file a Notice of Completion (*Schulze*)
- D. Motion: Approving the Final Map and Subdivision Improvement Agreement with SB Builders, LLC, conditioned upon construction of improvements for the Crowell subdivision (VTSM 2021-01, Development Project No. 22-028) 4510 Crowell Road (APN 071-002-012), developed by Modesto Roselle, LLC (*Schulze*)
- E. Motion: Approving the final map for Enterprise Park (Development Project No. 7061) located at 1100 West Glenwood Avenue (APN 044-017-080, 081, 082), developed by Julian Development Group (*Schulze*)
- F. Item pulled for separate consideration
- G. Resolution 2023-196: Approving the purchase of replacement Dell Servers and installation services from The REDESIGN Group under the National Association of State Procurement Officials (NASPO) Contract No. 7-15-70-34-004, without compliance to the formal bid procedure in accordance with Section 2-7-08(b)(5) of the Turlock Municipal Code, in an amount not to exceed \$335,191.13 paid from fund 242 "Computer Replacement" account 242-00-000-204.51015\_002 - Network Servers and appropriate \$15,191.13 from Fund 242 unallocated reserves to account 242-00-000-204.51015\_002 - Network Servers (*Showalter*)
- H. Resolution 2023-197: Adopting the City of Turlock Fiscal Year 2022-2023 Fund 450 "SRWA Operations" Budget in the amount of \$580,000 in Revenue and Expenses (*Moreno*)

**Action:** Motion by Councilmember Monez, seconded by Vice Mayor Franco, to adopt the Consent Calendar as amended, and carried 5/0 by the following vote:

Councilmember Abram	Councilmember Bixel	Councilmember Franco	Councilmember Monez	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

- 5A. Accepting Weekly Demands of 08/03/2023 in the amount of \$650,912.50, 08/10/2023 in the amount of \$2,050,299.80, EFT Payments of March 2023 in the amount of \$6,666,009.64 and the Investment and Cash Report for July 2023

Mayor Bublak opened the item for public comment and the following individual spoke:

Milt Trieweiler

With no further comment, Mayor Bublak closed public comment.

**Action:** Motion: Accepting Weekly Demands of 08/03/2023 in the amount of \$650,912.50, 08/10/2023 in the amount of \$2,050,299.80, EFT Payments of March 2023 in the amount of

**CITY OF TURLOCK  
CITY COUNCIL  
REGULAR MEETING MINUTES  
TUESDAY, AUGUST 22, 2023**

\$6,666,009.64 and the Investment and Cash Report for July 2023 as motioned by Councilmember Monez, seconded by Vice Mayor Franco, and carried 5/0 by the following vote:

Councilmember Abram	Councilmember Bixel	Councilmember Franco	Councilmember Monez	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

- 5F. Reaffirming the Proclamation of a Local Emergency in Response to a continuing Unsheltered Homeless Crisis (UHC) within the City of Turlock and Confirming Rules and Regulations No. 1 Made and Issued on July 13, 2021 (*Eddy*)

Mayor Bublak opened the item for public comment and the following individual spoke:

Milt Trieweiler  
Ron Bridegroom

With no further comment, Mayor Bublak closed public comment.

City Attorney Petrulakis and Chief Hedden responded to questions from the public and from the City Council.

**Action:** Resolution 2023-195: Reaffirming the Proclamation of a Local Emergency in Response to a continuing Unsheltered Homeless Crisis (UHC) within the City of Turlock and Confirming Rules and Regulations No. 1 Made and Issued on July 13, 2021 as motioned by Vice Mayor Franco, seconded by Councilmember Monez, and carried 5/0 by the following vote:

Councilmember Abram	Councilmember Bixel	Councilmember Franco	Councilmember Monez	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

**6. FINAL READINGS**

None

**7. PUBLIC HEARINGS**

- A. Finding that Perfect Union has complied in good faith with terms and conditions of the Development Agreement between Perfect Union and the City of Turlock for the operation of a cannabis retail dispensary at 2500 N. Golden State Boulevard, Stanislaus County APN 088-007-025 (*Werner*)

Planning Manager Werner provided a staff report on this item. She explained that Turlock Municipal Code Section 9-5-912 requires annual review of development agreements and at the June 1, 2023 Planning Commission meeting, the Planning Commission reviewed the Development Agreement for compliance with the terms and conditions of the agreement and recommended the City Council find that Perfect Union has complied in good faith with the terms of the Development Agreement. She provided a review of the terms and conditions of the agreement for the Planning Department, Building and Safety Division, discussed the Public Benefit Amount and spoke on the Police Department's calls for service for that location.

Planning Manager Werner concluded her report recommending that the City Council find Perfect Union has complied in good faith with the terms and conditions of the Development Agreement.

**CITY OF TURLOCK  
CITY COUNCIL  
REGULAR MEETING MINUTES  
TUESDAY, AUGUST 22, 2023**

Mayor Bublak opened the item for public comment and the following individual spoke:

Ron Bridegroom  
Mary Jackson  
Michael Gonzalez

With no further comment, Mayor Bublak closed public comment.

City Attorney Petrulakis responded to questions from the public.

**Action:** Resolution 2023-198: Finding that Perfect Union has complied in good faith with terms and conditions of the Development Agreement between Perfect Union and the City of Turlock for the operation of a cannabis retail dispensary at 2500 N. Golden State Boulevard, Stanislaus County APN 088-007-025 as motioned by Vice Mayor Franco, seconded by Councilmember Monez, and carried 4/1 by the following vote:

Councilmember Abram	Councilmember Bixel	Councilmember Franco	Councilmember Monez	Mayor Bublak
Yes	Yes	Yes	Yes	No

- B. Finding that Fire House has complied in good faith with terms and conditions of the Development Agreement between Fire House and the City of Turlock for the operation of a cannabis retail dispensary at 1601 W. Main Street, Stanislaus County APN 089-015-006 (*Werner*)

Planning Manager Werner provided a staff report on this item. She explained that Turlock Municipal Code Section 9-5-912 requires annual review of development agreements and at the June 1, 2023 Planning Commission meeting, the Planning Commission reviewed the Development Agreement for compliance with the terms and conditions of the agreement and recommended the City Council find that Fire House has complied in good faith with the terms of the Development Agreement. She provided a review of the terms and conditions of the agreement for the Planning Department, Building and Safety Division, discussed the Public Benefit Amount and spoke on the Police Department’s calls for service for that location.

Planning Manager Werner concluded her report recommending that the City Council find Fire House has complied in good faith with the terms and conditions of the Development Agreement.

Mayor Bublak opened the item for public comment and the following individual spoke:

Teri Shaver  
Mary Jackson  
Michael Gonzalez  
Mike Warda

With no further comment, Mayor Bublak closed public comment.

**Action:** Resolution 2023-199: Finding that Fire House has complied in good faith with terms and conditions of the Development Agreement between Fire House and the City of Turlock for the operation of a cannabis retail dispensary at 1601 W. Main Street, Stanislaus County APN 089-015-006 as motioned by Councilmember Monez, seconded by Vice Mayor Franco, and carried 4/1 by the following vote:

**CITY OF TURLOCK  
CITY COUNCIL  
REGULAR MEETING MINUTES  
TUESDAY, AUGUST 22, 2023**

Councilmember Abram	Councilmember Bixel	Councilmember Franco	Councilmember Monez	Mayor Bublak
Yes	Yes	Yes	Yes	No

**8. ACTION ITEMS**

- A. Approving Amendment No. 2 for Task Order No. 2 under the terms of the Master Agreement with Mark Thomas & Company, Inc. (Sacramento, California office) in the amount of \$436,855.00 to be funded by Fund 115 “Measure A – Roads,” account number 115-10-115.43366\_001 “Design Roads” for Professional Services for the City of Turlock’s Roads Initiative Program under City Project No. 23-052 “Mark Thomas Task Order No. 2 for Roads Program - Geer Road (30%)” (*Schulze*)

Roads Program Manager Fred Pezeshk provided a staff report for this item. He explained this item was for the proposed rehabilitation of Geer Road for the entire corridor from Golden State Boulevard to Taylor Road, to evaluate the condition of the corridor and to bring back to the City Council a proposal on different alternatives and options for treatment of the pavement. He explained the process for evaluating the roadways, reviewed the overall Pavement Condition Index (PCI) for various segments along the corridor, and stated that the proposed Amendment provides for the scope of services, associated fees and schedule for rehabilitation of the Geer Road corridor up to the 30% stage of design development. He further explained there will be a public outreach meeting and information will be brought back for Council’s consideration regarding the scope of services, associated fees and proposed schedule for the final design development.

Manager Pezeshk responded to questions from the City Council.

Mayor Bublak opened the item for public comment and the following individual spoke:

Ryan Taylor

With no further comment, Mayor Bublak closed public comment.

Manager Pezeshk responded to questions from the public and follow up questions from the City Council.

**Action:** Resolution 2023-200: Approving Amendment No. 2 for Task Order No. 2 under the terms of the Master Agreement with Mark Thomas & Company, Inc. (Sacramento, California office) in the amount of \$436,855.00 to be funded by Fund 115 “Measure A – Roads,” account number 115-10-115.43366\_001 “Design Roads” for Professional Services for the City of Turlock’s Roads Initiative Program under City Project No. 23-052 “Mark Thomas Task Order No. 2 for Roads Program - Geer Road (30%)” as motioned by Councilmember Monez, seconded by Vice Mayor Franco, and carried 5/0 by the following vote:

Councilmember Abram	Councilmember Bixel	Councilmember Franco	Councilmember Monez	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

**9. CITY MANAGER REPORTS/UPDATES**

- A. We Care Program Update (*Maris Sturtevant*)

**CITY OF TURLOCK  
CITY COUNCIL  
REGULAR MEETING MINUTES  
TUESDAY, AUGUST 22, 2023**

Deputy City Manager Eddy stated Ms. Sturtevant provided a handout for her presentation. Ms. Sturtevant provided a report for the month of July.

B. Upcoming Ad-Hoc Committee Meetings Update (*Wilson*)

Deputy City Manager Eddy announced a Cannabis Ad-Hoc Committee meeting is tentatively scheduled for October 26, 2023 and there will be a homeless discussion on August 31, 2023 at 5:00 p.m. She also asked Chief Hunter to provide an update on the Fire Station.

Chief Hunter provided an update on Fire Station 32 and 33.

**10. COUNCIL ITEMS FOR FUTURE CONSIDERATION**

Councilmember Abram spoke about mobile vehicle barriers that could be used for public events.

Vice Mayor Franco asked about the status of the City Council approval spreadsheet and when the questions and answers from City Council meetings would be posted on the City's website.

**11. COUNCILMEMBER QUESTIONS, COMMENTS, AND ANNOUNCEMENTS**

Councilmember Abram thanked Ms. Sturtevant for her presentation and spoke about her tour of the We Care facility and how she feels their program is beneficial to the community.

Vice Mayor Franco spoke about the book and school supply give-away at Pitman High School. She congratulated and welcomed the City's three new Police Officers and congratulated ACO Walthrop on her recent promotion. She also gave a shout out to Turlock Fire Department for all their hard work in dealing with issues at the Fire Station created by the recent weather event.

Councilmember Monez congratulated Mr. Garcia on his recent retirement and thanked him for all his years of service to the City.

Mayor Bublak spoke on the recent work done at the senior center and asked if staff could look into raising the height of the toilets at the facility so they are easier to use for the seniors. She also commented on the book and school supply give-away and said it was a great event and thanked the Police Department for their response to an incident that occurred in Vice Mayor Franco's area.

**12. CLOSED SESSION**

None

**13. REPORTS FROM CLOSED SESSION**

None

**14. ADJOURNMENT**

Mayor Bublak adjourned the meeting at 8:38 p.m.

Respectfully submitted

\_\_\_\_\_  
Julie Christel, City Clerk

# **City Council Staff Report**

## **September 12, 2023**



---

From: Erik Schulze, Public Works Director

Prepared by: Stephen Fremming, P.E., Principal Civil Engineer

Agendized by: Reagan M. Wilson, City Manager

### **1. ACTION RECOMMENDED:**

Resolution: Approving a Settlement Agreement and Release, Contract Change Order No. 2 (Final) in the amount of \$47,500 (Non-General Fund - Fund 410 Water Quality Control), bringing the contract total to \$266,857.80, and authorizing the City Engineer to file a Notice of Completion for City Project No. 20-026 "RWQCF Flotator No. 3 Recoating"

### **2. SYNOPSIS:**

Approving a Settlement Agreement and Release, Contract Change Order No. 2 (Final), and authorizing the City Engineer to file a Notice of Completion.

### **3. DISCUSSION OF ISSUE:**

The City of Turlock owns and maintains the Regional Water Quality Control Facility (RWQCF), which treats wastewater from the City's current population, along with industries, businesses, CSU Stanislaus, the neighboring Community Service Districts of Denair and Keyes, and primary treated wastewater from the City of Ceres. The RWQCF includes three primary flotation clarifiers. The flotators allow a portion of the solids to settle out from the wastewater stream. Flotator No. 3 was constructed approximately 17 years ago. The wastewater environment resulted in corrosion of various metal surfaces in Flotator No. 3, as well as select areas of the concrete walls. On July 27, 2021, the City Council approved an agreement with Farr Construction Corporation dba Resource Development Company of Sparks, Nevada in the amount of \$152,700.

The scope of City Project No. 20-026 "RWQCF Flotator No. 3 Recoating" included:

- Remove by abrasive blasting existing coatings from rake arms, piping, bridge, and deck
- Caulk welds and voids

- Apply new coating system to all floatator interior metal work with a high solids epoxy
- Abrasive blast and coat a portion of the concrete effluent box

Change Order No. 1 in the amount of \$66,657.80 was approved on November 15, 2022 and included re-welding of select metal work within the flotator that had been repaired by City staff, repairs to the concrete effluent box due to heavy corrosion, and for coating concrete within Flume no. 3, also due to corrosion, that was not part of the original scope of work.

All contract and change order work was completed in the Fall of 2022. Request for authorization to file a Notice of Completion has been delayed until now due to a disputed claim.

Change Order No. 2 includes the following:

- Non-binding mediation fee – \$2,500

The contractor claimed an additional cost in the amount of \$86,000 for blasting and coating rake arms within the flotator that it believes is outside of the scope of the contract documents. City staff reviewed and rejected the claim. The dispute resolution process was followed such that City staff participated in non-binding mediation on April 6, 2023. No settlement resolution was reached as a result of the mediation. The contractor directly paid for the services of the mediator in the amount of \$5,000. Per the agreement, the City is obligated to pay half of the mediator's fee, resulting in a need to reimburse the contractor \$2,500 via change order.

- Settlement of claim regarding blasting and coating of rake arms in Flotator No. 3 – \$45,000

Following the mediation hearing, the City Attorney's office engaged the services of a consulting attorney with experience assisting agencies in resolution of claims for public works projects. The attorney has negotiated an amount of \$45,000 to settle the claim. The attorney has indicated that the City's risk will be lower by agreeing to settle the claim in lieu of advancing to the next step in dispute resolution, binding arbitration.

Project Summary:

	Amount	Approval Date
Original Contract	\$ 152,700.00	July 27, 2021
Change Order No. 1	\$ 66,657.80	November 15, 2022
Change Order No. 2 (Final)	\$ 47,500.00	September 12, 2023
Adjusted Total Contract	\$ 266,857.80	



**4. BASIS FOR RECOMMENDATION:**

- A. Change Order No. 2 (Final) exceeds the available contingency and requires City Council approval. The original contingency amount for change orders was \$15,270 at the time of the award of bid. Change Order No. 1 and Change Order No. 2 (Final) totals \$114,157.80 and exceeds the original contingency by \$98,887.80.
- B. Approval of Contract Change Order No. 2 (Final) is necessary to reimburse the contractor for half of mediation fees per the requirements of the agreement and to settle a claim related to blasting and coating work of rake arms within Flotator No. 3. The consulting attorney has advised that the City's risk will be lower by agreeing to settle the claim in lieu of advancing to the next step in dispute resolution, binding arbitration.
- C. City Project No. 20-026 "RWQCF Flotator No. 3 Recoating" has been completed in accordance with the approved plans and specifications.
- D. California Civil Code Section 9204 allows the City Council to authorize the City Engineer to sign the Notice of Completion.

**5. FISCAL IMPACT / BUDGET AMENDMENT:**

**NOTE:** No General Fund money will be used for this project.

The entirety of the project was constructed in Fiscal Year 2022-23. There are sufficient funds in the Fiscal Year 2022-23 budget under Fund 410 "Water Quality Control" account number, 410-51-534.43363 "Coatings Contract" for the costs associated with Change Order No. 2 (Final). No budget amendment is needed at this time.

**6. STAFF RECOMMENDATION:**

Staff recommends approval.

**7. CITY MANAGER'S COMMENTS:**

Recommend approval.

**8. ENVIRONMENTAL DETERMINATION:**

N/A

**9. ALTERNATIVES:**

- A. Council could choose not to approve Contract Change Order No. 2 (Final). Staff does not recommend this alternative, as approval is necessary to reimburse the contractor for half of mediation fees per the requirements of the agreement and to settle a claim related to blasting and coating work of rake arms within Flotator No. 3. The consulting attorney has advised that the City's risk will be lower by agreeing to settle the claim in lieu of advancing to the next step in dispute resolution, binding arbitration.
- B. Council could choose to deny authorizing the City Engineer to file the Notice of Completion. Staff does not recommend this alternative as all work has been completed in accordance with the contract documents.

**10. ATTACHMENTS:**

- A. Draft Resolution
- B. Contract Change Order No. 2 (Final)
- C. Settlement Agreement and Release
- D. Notice of Completion

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING A }  
SETTLEMENT AGREEMENT AND RELEASE, }  
CONTRACT CHANGE ORDER NO. 2 (FINAL) }  
IN THE AMOUNT OF \$47,500 (NON- }  
GENERAL FUND - FUND 410 WATER }  
QUALITY CONTROL), BRINGING THE }  
CONTRACT TOTAL TO \$266,857.80, AND }  
AUTHORIZING THE CITY ENGINEER TO }  
FILE A NOTICE OF COMPLETION FOR CITY }  
PROJECT NO. 20-026 "RWQCF FLOTATOR }  
NO. 3 RECOATING" }

RESOLUTION NO. 2023-

**WHEREAS**, City Project No. 20-026 "RWQCF Flotator No. 3 Recoating" includes repairs to metal coatings and select structural concrete surfaces at the flotator at the Regional Water Quality Control Facility; and

**WHEREAS**, Contract Change Order No. 2 (Final) includes reimbursement to the contractor, Farr Construction Corporation dba Resource Development Company of Sparks, Nevada, for half of mediation fees per the requirements of the agreement and to settle a claim related to blasting and coating work of rake arms within Flotator No. 3; and

**WHEREAS**, City Project No. 20-026 "RWQCF Flotator No. 3 Recoating" has been completed in accordance with the approved plans and specifications.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby approve a Settlement Agreement and Release, Contract Change Order No. 2 (Final) in the amount of \$47,500 (Non-General Fund - Fund 410 Water Quality Control), bringing the contract total to \$266,857.80, and authorizes the City Engineer to file a Notice of Completion for City Project No. 20-026 "RWQCF Flotator No. 3 Recoating"

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 12<sup>th</sup> day of September, 2023, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

\_\_\_\_\_  
Julie Christel, City Clerk,  
City of Turlock, County of Stanislaus,  
State of California



## CONTRACT CHANGE ORDER

**Date issued:** September 12, 2023      **Change Order No.:** 2 (Final)  
**Project Name:** RWQCF Flotator No. 3 Recoating

**Resource Development Company**  
 1050 Linda Way  
 Sparks, Nevada 89431  
 775-356-8004

**Project No.:** 20-026  
**Original Contract Amount:** \$152,700.00  
**Contract Award Date:** July 13, 2021

*You are directed to make the following changes in this contract as requested by The City of Turlock:*

ITEM		Unit:	Quantity:	Unit Price:	Total:
2.1	Non-binding mediation fee	LS	1	\$2,500.00	\$2,500.00
2.2	Settlement of claim regarding blasting and coating of rake arms in Flotator No. 3	LS	1	\$45,000.00	\$45,000.00
<b>Total this CCO=</b>					<b>\$47,500.00</b>
<b>The original contract sum =</b>					<b>\$152,700.00</b>
<b>Net change by previous change orders =</b>					<b>\$66,657.80</b>
<b>The contract sum will increase in the amount of =</b>					<b>\$47,500.00</b>
<b>The new contract sum including this change order will be =</b>					<b>\$266,857.80</b>
<b>Contract time will not be altered with this change order</b>					

**Accepted:** \_\_\_\_\_  
 Resource Development Company, Contractor

**Date:** \_\_\_\_\_

**Recommended:** \_\_\_\_\_  
 William D. Morris, City Engineer

**Date:** \_\_\_\_\_

**Approved:** \_\_\_\_\_  
 Reagan M. Wilson, City Manager

**Date:** \_\_\_\_\_

**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (“Agreement”) is entered into by and between THE CITY OF TURLOCK (“City” or “Owner”), and FARR CONSTRUCTION CORPORATION DBA RESOURCE DEVELOPMENT COMPANY, a Nevada corporation and licensed contractor in California with license number 1050646 (“Contractor” or “RDC”). Each party to this Agreement may be referred to individually as a “Party” or jointly as the “Parties.”

**RECITALS**

A. WHEREAS, on July 27, 2021, the City Council approved an agreement with RDC in the amount of \$152,700 (the “Contract”) for City Project No. 20-026 ‘RWQCF Flotator No. 3 Recoating’ (the “Project”);

B. WHEREAS, on November 15, 2022, the City Council approved Change Order No. 1;

C. WHEREAS, a dispute arose amongst the City and RDC regarding the scope of work required under the Contract, including whether the scope of work included and whether RDC’s bid and the resulting Contract was based on the Project having four rake arms in Flotator No. 3 (the “Dispute”);

D. WHEREAS, the parties engaged in an unsuccessful mediation in an effort to resolve the Dispute; and

E. WHEREAS, following additional discussions post-mediation, the Parties have reached an agreement to resolve any and all disputes between the Parties related to the Project, the Contract, and the Disputes, upon the terms and conditions set forth in this Agreement.

## **AGREEMENT**

NOW THEREFORE, in consideration of the preceding Recitals, following promises, mutual releases, covenants and other good and lawful consideration, the receipt and sufficiency of which is acknowledged, the Parties to this Agreement covenant and agree as follows.

### **1. PAYMENT.**

1.1. The City and RDC have negotiated a settlement resolution of the Dispute in which the City will pay RDC \$45,000, plus reimbursement for one-half of the mediation fees in the amount of \$2,500, for a total payment of \$47,500 (the “Settlement Amount”), which has been documented as Contract Change Order No. 2.

1.2 The City shall pay RDC the Settlement Amount within ten (10) days of the City Council approval of Change Order No. 2.

### **2. RELEASE.**

2.1. Effective upon full execution and delivery of this Agreement and receipt of the Settlement Payment identified in Section 1 herein, RDC fully releases, acquits and forever discharges the City and its trustees, agents, insurers, employees, attorneys, partners, successors-in-interest, predecessors-in-interest, assigns, and anyone or any entity related thereto (each a “City Party” and collectively, the “City Parties”), from all known and/or unknown, revealed and concealed, contingent and non-contingent claims, actions, causes of action, potential causes of action, offsets, counterclaims, and suits for damages, at law or in equity, filed or otherwise (“Claims”), which RDC and any and all of its affiliated and related entities, and all its and their shareholders, directors, officers, managers, members, trustees, agents, insurers, employees, attorneys, partners, successors-in-interest, predecessors-in-interest, assigns, and anyone or any

entity related thereto (each a “RDC Party” and collectively the “RDC Parties”) may now have by reason of any losses, liabilities, judgments, settlement amounts, claims, causes of action, suits, penalties, damages, demands, orders, costs and expenses of any kind or nature, including, without limitation, reasonable legal fees, and other costs and expenses (collectively “Losses”) suffered by RDC or a RDC Party related to the Project, the Contract, or the Dispute.

2.2. Effective upon full execution and delivery of this Agreement and payment of the Settlement Payment identified in Section 1 herein, the City fully releases, acquits and forever discharges RDC and the RDC Parties from all Claims which the City or a City Party may now or hereafter acquire by reason of any Losses suffered by the City or a City Party as a result of any fact or facts in any way related to, arising from, or pertaining in any way to the Contract, the Project, or the Dispute, excluding any Claims under an unexpired warranty, if any.

2.3. With regard to the releases provided above by RDC and the City, the parties hereby expressly, and with the benefit of legal advice, waive each and all of the provisions of Section 1542 of the California Civil Code, and the provisions of any similar law of any other state or jurisdiction, which provides as follows:

**“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”**

\_\_\_\_\_  
RDC

\_\_\_\_\_  
City

The City and RDC acknowledge that he/she/it/they has either read and fully understands the statutory language of California Civil Code Section 1542 and/or the effect and import of the provisions of Section 1542 have been explained to she/he/it/them by her/his/its/their own independent counsel and/or that such independent counsel was available to such Party prior to its

execution of this Agreement. Each Party further acknowledges that this waiver of rights under Section 1542 of the California Civil Code has been separately bargained for and is an essential and material term of this Agreement and, without this waiver, the Parties would not have entered into this Agreement.

3. **GENERAL PROVISIONS.**

3.1. This Agreement and the negotiations and discussions leading up to this Agreement effect the settlement of claims which are denied and contested, and do not constitute, nor shall they be construed as, an admission of liability by any of the Parties. This Agreement is made solely for the purpose of avoiding the burden and expense of litigation, which would be imposed on the Parties if the disputes between them remained unsettled. This Agreement does not constitute an admission by any of the Parties hereto that they have engaged in any unlawful and/or actionable act. Each of the Parties hereto expressly denies that they have engaged in any unlawful and/or actionable act and denies any liability for all claims any other Party had, has, or may have against them.

3.2. This Agreement shall inure to the benefit of all Parties, their successors, predecessors, assigns, insurers, and other legal representatives.

3.3. It is understood and expressly agreed that the undersigned have not been influenced or coerced to any extent whatsoever in making this Agreement by any representative or agent of an adverse party, and/or by any attorney, person or persons representing the undersigned, and that this Agreement is entered into freely and voluntarily, without duress, by all Parties.



3.4. Each Party making this Agreement has received and/or had the opportunity to receive the independent advice of his/her/its/their attorney prior to the execution hereof, and each Party hereto has taken advantage of that opportunity.

3.5. No provision of this Agreement may be changed and/or waived orally and/or by any course of dealing, but only by an instrument in writing signed by the Party to be charged therewith.

3.6. The terms of this Agreement are contractual and not merely recitals. The undersigned further declare this entire Agreement has been carefully read, that the contents thereof are fully known and understood and that the said Agreement is signed as a free and voluntary act of the undersigned.

3.7. This Agreement, and any legal action brought to enforce the terms and conditions of this Agreement, shall be governed by and construed in accordance with the laws of the State of California and any action to enforce this Agreement must be filed in an appropriate court of competent jurisdiction in Stanislaus County, California. The parties knowingly and expressly agree to this venue as the exclusive venue for resolution of any and all disputes in any related to this Agreement and waive their rights to commence or maintain an action or proceeding in any other venue or to argue forum non conveniens.

3.8. A court's holding of any provision of this Agreement to be illegal, invalid, and/or unenforceable will not nullify the entire Agreement. In such circumstances, this Agreement shall be deemed modified to the extent necessary to render it enforceable.

3.9. This Agreement constitutes the entire understanding between the undersigned and supersedes any previous communication, representation and/or agreement, whether oral or in writing. The Parties to this Agreement each represent and warrant that the person

executing this Agreement on behalf of each respective party has the full and explicit power and authority to act on behalf of and bind the respective Party. Each Party further agrees that the other Parties are entitled to rely on the execution below as conclusive proof that the Parties executing have such authority.

3.10. Each Party cooperated in drafting this Agreement. It should not be construed against any of the Parties. The headings in this Agreement are included for convenience of reference only and shall not in any way affect the meaning or interpretation of this Agreement.

3.11. If any legal action is brought to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover an award of its actual attorneys' fees and costs incurred therefor.

3.12. Each Party to this Agreement will bear his/her/its/their own costs and fees incurred related to such Party's negotiation and entry into this Agreement.

3.13. Each Party agrees to be solely responsible for the payment of any taxes determined to be due and owing (including penalties and interest related thereto) by that Party to any federal, state, local, or regional taxing authority as a result of this Agreement. The Parties have not made and are not relying upon any representations regarding the tax treatment of the sums paid pursuant to this Agreement.

3.14 The Parties will cooperate fully, to execute any and all supplemental documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

3.15 This Agreement may only be modified by an instrument in writing executed by the Parties hereto.

3.16. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. The counterparts shall together constitute one agreement. The execution and delivery of a copy of this Agreement via facsimile, electronic mail (including PDF, DocuSign or any electronic signature) or other transmission method shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[signatures appear on following page]

[signature page to Settlement Agreement and Release]

**IN WITNESS WHEREOF** the Parties hereto have executed this Settlement Agreement and Release effectuating this Agreement as of the date of its complete execution.

FARR CONSTRUCTION CORPORATION  
DBA RESOURCE DEVELOPMENT COMPANY,  
a Nevada corporation

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

CITY OF TURLOCK

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

**RECORDED AT THE REQUEST OF:**  
CITY OF TURLOCK

**WHEN RECORDED MAIL TO:**  
CITY OF TURLOCK  
*Office of the City Clerk*  
156 S. Broadway, Suite 230  
TURLOCK, CA 95380-5454

**NOTICE OF COMPLETION  
CITY PROJECT NO. 20-026  
20-026 "RWQCF FLOTATOR NO. 3 RECOATING"**

Notice is hereby given that work on the above-referenced project located at the Regional Water Quality Control Facility (901 S. Walnut Drive) in Turlock, California, was completed by the undersigned agency on August 8, 2023. The contractor of work is Farr Construction Corporation dba Resource Development Company, 1050 Linda Way, Sparks, Nevada 89431-5598, and the owner is the City of Turlock, 156 South Broadway, Suite 150, Turlock, California 95380. Kindly refer to said Project Number on all communications relating to this work.

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature- William Morris, P.E., Acting City Engineer, Owner's Agent),  
City of Turlock

**VERIFICATION**

I, the undersigned, Acting City Engineer of the owner of the aforesaid interest, have read this notice; I know and understand the contents thereof; and the facts stated therein are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

CITY OF TURLOCK

\_\_\_\_\_  
William Morris, P.E.  
ACTING CITY ENGINEER  
OWNER'S AGENT

Executed on September 13, 2023 at Turlock, California, Stanislaus County

# City Council Staff Report

## September 12, 2023



---

From: Erik Schulze, Public Works Director

Prepared by: Randall Jones, P.E., Associate Civil Engineer

Agendized by: Reagan M. Wilson, City Manager

### 1. ACTION RECOMMENDED:

Resolution: Appropriating \$178,540 to Fund 218 "Measure L" account number 218-40-462.51270 "Construction Project" to be funded by Fund 218 "Measure L" unallocated reserves

Resolution: Approving a Professional Services Agreement with Sandis, of Modesto, California, in a form approved by the City Attorney, in the not-to-exceed-amount of \$138,540 for professional design services for City Project No. 22-035 "Intersection Improvements at Countryside Drive and Business Entrance" to be funded by Fund 218 "Measure L" account number 218-40-462.51270.

### 2. SYNOPSIS:

This action will appropriate funding to Fund 218 "Measure L" account number 218-40-462.51270 and approve a Professional Services Agreement in the amount of \$138,540 for preliminary engineering and professional design services for City Project No. 22-035 "Intersection Improvements at Countryside Drive and Business Entrances"

### 3. DISCUSSION OF ISSUE:

City staff successfully applied for and was awarded a Congestion Mitigation and Air Quality (CMAQ) federal grant to install intersection improvements on Countryside Drive and Business Entrances. This grant funding will be available for much of this project's expenses, but not the initial design phase.

Staff have identified unallocated reserve funding within Measure L that can be appropriately used for the design phase of this project, and it will need to be made available in the designated account number, 218-40-462.51270, for this portion of the project.

City staff advertised a request for proposals (RFP) for design services for City Project No. 22-035 "Intersection Improvements at Countryside Drive and Business Entrances". City staff advertised the RFP on May 17, 2023 through the City's website. On June 8, 2023, staff received four (4) proposals.

Randall Jones (Associate Civil Engineer), Wayne York (Transit Manager), Janine Lee (Assistant Engineer), and Charlotte Calvario (Engineering Project Coordinator) were selected to participate on the proposal review panel. Each participant reviewed the proposals independently based on the criteria stated in the RFP.

The proposals were analyzed and compared on the following six criteria:

1. Experience with similar kinds of work;
2. Understanding of the work to be done;
3. Demonstrated technical ability;
4. Financial responsibility;
5. Familiarity with State Standards;
6. Quality of Staff for Work to be Done.

Staff recommends awarding a professional services agreement to Sandis to perform professional design services as the reviewing panel unanimously selected them as the highest-ranking proposal.

<b>Ranking</b>	<b>Firm</b>	<b>Location</b>
1	Sandis	Modesto, CA
2	GDR Engineering	Ceres, CA
3	Siegfried	Modesto, CA
4	Belleci	Pleasanton, CA

**4. BASIS FOR RECOMMENDATION:**

- A. It is necessary to identify a source of funding for the design phase of this project, and using Measure L's unallocated reserves is appropriate.
- B. It is necessary to contract with a consultant who can provide professional design services for this project.
- C. Per TMC 2-7-09(e), when the amount of a professional services contract exceeds One Hundred Thousand and no/100ths (\$100,000.00) Dollars the approval of the contract can only be granted by the City Council.

**5. FISCAL IMPACT / BUDGET AMENDMENT:**

**No General Fund money will be used for this project.**

The fiscal impact of the proposed actions will be \$178,540, which, pending Council's approval of appropriation of funding from Fund 218's allocated reserves to Fund 218 "Measure L" account number 218-40-462.51270 "Construction Project", will be funded by Fund 218 "Measure L" account number 218-40-462.51270 "Construction Project" as outlined below.

Preliminary Engineering	\$ 40,000.00
- <i>City staff's time managing a federal project</i>	
Design Services	\$ 138,540.00
- <i>Sandis</i>	
<b>Estimated Total Project Costs</b>	<b>\$178,540.00</b>

**6. STAFF RECOMMENDATION:**

Staff recommends approval.

**7. CITY MANAGER'S COMMENTS:**

Recommend approval.

**8. ENVIRONMENTAL DETERMINATION:**

This action does not constitute a project in accordance with the California Environmental Quality Act (CEQA). Therefore, no determination is required for this action.

**9. ALTERNATIVES:**

- A. Council could choose a different funding source for the design phase of this project. Staff does not recommend this alternative because Measure L's unallocated reserves are available and an appropriate funding source for this project's expenses.
- B. Council could choose to not approve this professional services agreement with Sandis. Staff does not recommend this alternative because the professional services are needed to prepare a biddable set of construction plans and specifications to be able to move forward with the improvements and Sandis is well-qualified to provide this service.

**10. ATTACHMENTS:**

- A. Draft Resolution – appropriation of funds
- B. Draft Resolution – approval of agreement
- C. Agreement



BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING }  
\$178,540 TO FUND 218 "MEASURE L" }  
ACCOUNT NUMBER 218-40-462.51270 }  
"CONSTRUCTION PROJECT" TO BE }  
FUNDED BY FUND 218 "MEASURE L" }  
UNALLOCATED RESERVES }

RESOLUTION NO. 2023-

**WHEREAS**, City Project 22-035 "Intersection Improvements at Countryside Drive and Business Entrance" includes installing a traffic signal, median improvements, paving, and striping upgrades; and

**WHEREAS**, Fund 218 "Measure L" traffic management are specifically for traffic management such as traffic signals; and

**WHEREAS**, the consultant design costs are estimated to be \$138,540; and

**WHEREAS**, by separate action on August 22, 2023, the City Council is requested to award a contract with Sandis, of Modesto, California, for design services for City Project No. 22-035 "Intersection Improvements at Countryside Drive and Business Entrance"; and

**WHEREAS**, preliminary engineering costs for staff to manage the federal project are estimated to be \$40,000; and

**WHEREAS**, it is necessary to identify funding for project expenses, and using the unallocated reserves within Fund 218 "Measure L" is appropriate.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby appropriate \$178,540 to Fund 218 "Measure L" account number 218-40-462.51270 "Construction Project" to be funded by Fund 218 "Measure L" unallocated reserves.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 12<sup>th</sup> day of September 2023, by the following vote.

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

\_\_\_\_\_  
Julie Christel, City Clerk  
City of Turlock, County of  
Stanislaus, State of California

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING A	}	RESOLUTION NO. 2023-
PROFESSIONAL SERVICES AGREEMENT	}	
WITH SANDIS, OF MODESTO,	}	
CALIFORNIA, IN A FORM APPROVED BY	}	
THE CITY ATTORNEY, IN THE NOT-TO-	}	
EXCEED AMOUNT OF \$138,540 FOR	}	
PROFESSIONAL DESIGN SERVICES FOR	}	
CITY PROJECT NO. 22-035	}	
“INTERSECTION IMPROVEMENTS AT	}	
COUNTRYSIDE DRIVE AND BUSINESS	}	
ENTRANCE” TO BE FUNDED BY FUND	}	
218 “MEASURE L” ACCOUNT NUMBER	}	
218-40-462.51270	}	

**WHEREAS**, City Project 22-035 “Intersection Improvements at Countryside Drive and Business Entrance” includes installing a traffic signal, median improvements, paving, and striping upgrades; and

**WHEREAS**, professional design services are needed for this project; and

**WHEREAS**, the consultant design costs are estimated to be \$138,540; and

**WHEREAS**, during the competitive RFQ process, which yielded four (4) qualified bidders, Sandis, of Modesto, CA, was selected by a panel of staff members as the highest-ranking proposal; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby approve a Professional Services Agreement with Sandis, of Modesto, California, in a form approved by the City Attorney, in the not-to-exceed-amount of \$138,540 for professional design services for City Project No. 22-035 “Intersection Improvements at Countryside Drive and Business Entrance” to be funded by Fund 218 “Measure L” account number 218-40-462.51270.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 12th day of September 2023, by the following vote.

AYES:  
 NOES:  
 NOT PARTICIPATING:  
 ABSENT:

ATTEST:

---

Julie Christel, City Clerk  
 City of Turlock, County of  
 Stanislaus, State of California



**AGREEMENT BETWEEN THE CITY OF TURLOCK  
and  
SANDIS CIVIL ENGINEERS SURVEYORS PLANNERS  
for  
PROFESSIONAL DESIGN SERVICES**

---

**City Project No. 22-035**

**THIS SERVICE AGREEMENT** (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and SANDIS CIVIL ENGINEERS SURVEYORS PLANNERS (“Professional”), on this 12<sup>th</sup> day of September, 2023 (the “Effective Date”). City and Professional may be collectively referred to herein as the “Parties” or individually as “Party.” There are no other parties to this Agreement.

**RECITALS**

**A.** City seeks to hire an independent contractor to perform professional services to assist City with City Project No. 22-035 “Intersection Improvements at Countryside Drive and Business Entrance” (the “Project”).

**B.** Professional has made a proposal to City to provide such professional services. A description of the services Professional proposes to provide is included in the Scope of Services in **Exhibit A** attached hereto and incorporated herein by reference (“Services”). City desires to retain Professional to perform the Services, subject to the terms and conditions set forth in this Agreement.

**C.** The Parties have outlined the schedule or timeline for providing the Services (“Completion Schedule”), which shall be included in the Scope of Services in **Exhibit A**.

**D.** The Parties have outlined the rates and method of payment to Professional for its performance of the Services under this Agreement (“Compensation Schedule”), which shall be included in the Scope of Services in **Exhibit A**.

**NOW, THEREFORE**, in consideration of the promises and covenants set forth below, the Parties agree as follows:

## AGREEMENT

1. **Recitals.** The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Section 1 through 53 of this Agreement, Sections 1 through 53 shall prevail
2. **Term.** The term of this Agreement shall be two years and will commence on the Effective Date and terminate on the 22<sup>nd</sup> day of August 2025 (“Term”) unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.
3. **Extension of Agreement.** City may elect to extend this Agreement for one (1) additional one year (1) terms, on the same terms and conditions, upon issuing an “Election to Extend Agreement” letter executed by the City Manager and Professional thirty (30) days prior to the expiration of this Agreement.
4. **Effective Date.** This Agreement shall only become effective once all of the Parties have executed the Agreement (the “Effective Date”).

### 5. Work.

**5.1. Services.** Subject to the terms and conditions set forth in this Agreement, Professional shall provide City the Services described in **Exhibit A**. Any request for Services not included in **Exhibit A** will be considered a request for additional or modified Services (“Modification” or “Modifications”). Professional shall not receive additional compensation for any Modification of the Services unless the Parties agree otherwise in a writing executed by both Parties.

**5.2. City Requested Modification of Services.** City may, by written order, authorize Modifications to the Services described in **Exhibit A**. If such Modifications cause an increase in the cost or time required for performance of Professional’s Services, the Parties shall enter into a written amendment to this Agreement to adjust the Services and the compensation to be paid to Professional and, if necessary, amend the Completion Schedule or Compensation Schedule. The Services, Completion Schedule, or Compensation Schedule shall not be revised unless City and Professional mutually agree to a written amendment to this Agreement reflecting such revisions, additional compensation, time for performance or such other terms or conditions mutually agreed upon by the Parties.

**5.3. Professional Requested Modification in Services.** Professional shall not be compensated for work outside the Services described in this Agreement, unless, prior to the commencement of the Services:

(a) Professional provides City with written notice that specific work requested by City or required to complete the Project is outside the agreed upon Services. Such notice shall: (1) be supported by substantial evidence that the work is outside the Services; (2) set forth the Professional’s proposed course of action for completing the work and a specific request for City

to approve the Modification to the Services; (3) set forth the Professional's proposed revisions, if any, to the Completion Schedule; and (4) set forth the Professional's proposed revisions, if any, to the Compensation Schedule; and

(b) City agrees that the work requires a Modification;

(c) City approves all adjustments, if any, to the Completion Schedule and Compensation Schedule; and

(d) The Parties execute a written amendment to this Agreement describing any Modification, together with any adjustment in the Completion Schedule and Compensation Schedule for Professional's work.

## 6. Compensation.

**6.1. Amount, Time and Manner of Payment for Professional Services.** City shall pay Professional according to the rates and timing set forth in the Compensation Schedule. On each anniversary date of the Effective Date, Professional will be allowed to increase prices with thirty (30) days' written notice to City. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in Professional's published prices, whichever is lower. In all cases, City may cancel this Agreement if a requested price increase is not acceptable. City's total compensation to Professional shall not exceed One Hundred Thirty Eight Thousand Five Hundred Forty Dollars (\$138,540.00) ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

### **6.2. Deposit [Intentionally Omitted]**

**6.3. Subsequent Payments.** City shall make monthly payments in the amount invoiced by Professional within thirty (30) calendar days of receiving such invoice. In the event that an amount of an invoice is in dispute, City shall inform Professional of the amount and basis for the dispute and may withhold the amount which is in dispute until the dispute has been resolved.

**6.4. Invoices.** Professional shall provide City with monthly invoices sufficiently evidencing Professional's expenses and completion of the Services. All invoices furnished to City by Professional shall be in a form approved by City. The payments specified shall be the only payments made to Professional for performance of the Services, including compensation for any Modification. Professional shall submit all billings for Services to City within forty-five (45) days of the performance of such Services. City shall issue payment according to City's customary procedures and practices for issuing payments to independent contractors.

**7. Notice to Proceed.** Professional shall not commence the performance of the Services until it has been given notice by City ("Notice to Proceed"), with which City shall also deliver the Deposit.

**8. Time of Performance.** Professional warrants that it will commence performance of the Services within Ten (10) calendar days of the date the agreement was executed and shall conform

to the Completion Schedule. The time of performance is a material term of this Agreement relied on by City in entering into this Agreement.

**9. City Assistance to Professional. [Intentionally Omitted]**

**10. Time and Personnel Devoted to Services.** Professional shall devote such time and personnel to the performance of this Agreement, as is necessary to perform the Services in compliance with the Completion Schedule, Compensation Schedule, and this Agreement.

**11. Performance by Qualified Personnel; No Subcontracting.** Services under this Agreement shall be performed only by competent personnel under the supervision and direct employment of Professional. Professional will conform with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, shall be supervised by Professional. Professional is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is expressly approved by City in writing. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of the other Party. An agreement made in violation of this provision shall confer no rights on any Party and shall be null and void.

**12. Representations of Professional.** City relies upon the following representations by Professional in entering into this Agreement:

**12.1. Qualifications.** Professional represents that it is qualified to perform the Services provided in **Exhibit A** and that it possesses the necessary licenses and permits required to perform the Services or will obtain such licenses or permits prior to the time such licenses or permits are required. Professional shall also ensure that all subcontractors are similarly licensed and qualified. Professional and all subcontractors shall also obtain a business license from City before they commence performance of the Services. Professional represents and warrants to City that Professional shall, at Professional's sole cost and expense, keep in effect or obtain at all times during the Term of this Agreement, any licenses, permits, and approvals which are legally required for Professional to practice Professional's profession at the time the Services are rendered.

**12.2. Professional Performance.** Professional represents that all Services under this Agreement shall be performed in a professional manner and shall conform to the customs and standards of practice observed on similar, successfully completed projects by specialists in the Services to be provided. Professional shall adhere to accepted professional standards as set forth by relevant professional associations and shall perform all Services required under this Agreement in a manner consistent with generally accepted professional customs, procedures and standards for such Services. All work or products completed by Professional shall be completed using the best practices available for the profession. Professional agrees that, if a Service is not so performed, in addition to all of its obligations under this Agreement and at law, Professional shall re-perform or replace unsatisfactory Service at no additional expense to City.

**12.3. No Waiver of Claims.** The granting of any progress payment by City, or the receipt thereof by Professional, or any inspection, review, approval or oral statement by any representative of City, or state certification shall not, in any way, waive, limit, or replace any certification or

approval procedures normally required or lessen the liability of Professional to re-perform or replace unsatisfactory Service, including, but not limited to, cases where the unsatisfactory character of such Service may not have been apparent or detected at the time of such payment, inspection, review or approval.

**12.4. City's Remedies are Cumulative.** Nothing in this Section shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which City or Professional may have under this Agreement or any applicable law. All rights and remedies of City, whether under this Agreement or applicable law, shall be cumulative.

**12.5. No Conflict of Interest.** Professional represents that no conflict of interest will be created under state or federal law by entering into or in carrying out this Agreement.

**13. Conformity with Law and Safety.** Professional shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of Services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, the California Building Code, the Americans with Disabilities Act, any copyright, patent, or trademark law, and all other applicable federal, state, municipal and local safety regulations, appropriate trade association safety standards, and appropriate equipment manufacturer instructions. All Services performed by Professional must be in accordance with these laws, ordinances, codes and regulations. Professional's failure to comply with any laws, ordinances, codes, or regulations applicable to the performance of the Services hereunder shall constitute a breach of contract. In cases where standards conflict, the standard providing the highest degree of protection shall prevail.

If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Professional shall immediately notify City's risk manager by telephone. If any accident occurs in connection with this Agreement, Professional shall promptly submit a written report to City, in such form as City may require. This report shall include the following information: (a) name and address of the injured or deceased person(s); (b) name and address of Professional's subcontractor, if any; (c) name and address of Professional's liability insurance carrier; and (d) a detailed description of the accident, including whether any of City's equipment, tools or materials were involved.

If a release of a hazardous material, substance, or waste occurs in connection with the performance of this Agreement, Professional shall immediately notify City. Professional shall not store hazardous materials or hazardous waste within City limits without a proper permit from City.

**14. Contact by Professional with Project Owner or Project Applicant.** Unless otherwise set forth in the Services, neither Professional nor Professional's subcontractors shall directly contact the owner of the property involved in the Project or any party who is the applicant for the Project ("Interested Party"), or an employee or contractor of an Interested Party, on any matter relating to the Project without the prior consent of the Contractor Administrator. In no event shall Professional take any instructions or directions from an Interested Party on any matter pertaining to the Professional's Services to be performed for City under this Agreement.

**15. Confidentiality.** Professional understands and agrees that, in the performance of Services under this Agreement or in the contemplation thereof, Professional may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City (“Confidential Information”).

Professional shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of City. If City gives Professional written authorization to make any such disclosure, Professional shall do so only within the limits and to the extent of that authorization. Professional may be directed or advised by the City Attorney on various matters relating to the performance of the Services on the Project or on other matters pertaining to the Project and, in such event, Professional agrees that it will treat all communications between itself, its employees and its subcontractors as being communications which are within the attorney-client privilege.

Notwithstanding the foregoing, Professional may disclose Confidential Information required to be disclosed under law, provided that, prior to disclosure, Professional shall first give notice to City and make a reasonable effort to obtain a protective order requiring that City’s Confidential Information not be disclosed. This exception is limited to the extent disclosure is required under law.

**16. Excusable Delays; Notice to Other Party of Delay.** Professional shall not be in breach of this Agreement in the event that performance of Services is temporarily interrupted or discontinued due to a “Force Majeure” event which is defined as: riots, wars, sabotage, civil disturbances, insurrections, explosion, natural disasters such as floods, earthquakes, landslides, fires, strikes, lockouts and other labor disturbances or other catastrophic events, which are beyond the reasonable control of Professional. Force Majeure does not include: (a) Professional’s financial inability to perform; (b) Professional’s failure to obtain any necessary permits or licenses from other governmental agencies; or (c) Professional’s failure to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Professional.

**17. Assignment Prohibited.** No Party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

**18. Suspension of Services by City.** City reserves the right to suspend Professional's Services under this Agreement when City determines that it is necessary to do so. When possible, City shall give Professional notice of such suspension and Professional shall, upon receipt of said notice, suspend all Services except any Services, the completion of which is authorized by the notice given by City. If the Services are suspended by City for more than sixty (60) consecutive days, for reasons other than the fault of the Professional, the Professional shall be compensated for Services performed prior to notice of such suspension. When the Project is resumed, the Professional's compensation shall be equitably adjusted by City to provide for expenses incurred by the interruption of the Services. In this regard, Professional shall furnish to City such financial



information that, in the judgment of the City Manager, is necessary to determine the reasonable value of the Services rendered by Professional during the period when Services were suspended.

If the Parties are unable to agree upon the amount of extra compensation which is due to Professional within thirty (30) days of Professional resuming Services, the amount of such additional compensation, if any, that is required to appropriately compensate the Professional for its expenses incurred by the interruption of Services may, upon the request of either Party, be determined by arbitration conducted in accordance with the "Arbitration of Disputes" section of this Agreement. Such arbitration shall be commenced by the Professional no later than sixty (60) calendar days following the event which entitles the Parties to pursue arbitration unless the Parties agree in writing to an extended time period for commencement of arbitration. Unless otherwise agreed in writing, all Parties shall carry on the Services and perform their duties during any arbitration proceedings, and City shall continue to make payments for the Services in progress as required by this Agreement.

**19. Ownership of Work Product.** Any and all work, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, designs, specifications, drawings, diagrams, surveys, source codes, professional or technical information or data, photographs, notes, letters, emails or any original works of authorship created by Professional or its subcontractors or subcontractors in connection with Services performed under this Agreement ("Products") shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of City. In the event it is ever determined that any Product created by Professional or its subcontractors, or subcontractors under this Agreement, are not works for hire under U.S. law, Professional hereby assigns all copyrights to such Products to City. With the prior written approval of City's point of contact for the Project, Professional may retain and use copies of such Products for reference and as documentation of its experience and capabilities.

All Products shall become the property of City irrespective of where located or stored, and Professional agrees to deliver all such documents and information to City, without charge and in whatever form it exists, on the completion of the Professional's Services hereunder. Professional shall have no ownership interest in such Products.

All work product of Professional under this Agreement, including written information which City will cause to be distributed for either internal or public circulation, including both preliminary and final drafts, shall be delivered to City in both printed and electronic form, or as may be specified in **Exhibit A**.

When this Agreement is terminated, Professional agrees to return to City all documents, drawings, photographs and other written or graphic material, however produced, that it received from City, its contractors or agents, in connection with the performance of its Services under this Agreement. All materials shall be returned in the same condition as received.

**20. Termination of Work by City for Its Convenience.** City shall have the right to terminate this Agreement at any time for its convenience by giving notice of such termination to Professional.

In the event City shall give such notice of termination, Professional shall cease rendering Services upon receipt of said notice given as required in this Agreement. If City terminates this Agreement:

(a) Professional shall deliver copies of all Products prepared by it pursuant to this Agreement.

(b) If City terminates this Agreement for convenience before City issues the Notice to Proceed to Professional or before Professional commences any Services hereunder, whichever last occurs, City shall not be obligated to make any payment to Professional. If City terminates this Agreement after City has issued the Notice to Proceed to Professional and after Professional has commenced performance under this Agreement, City shall pay Professional the reasonable value of the Services rendered by Professional pursuant to this Agreement prior to termination of this Agreement. City shall not in any manner be liable for Professional's actual or projected lost profits had Professional completed the Services. Professional shall furnish to City such financial information that, in the judgment of the City Manager, is necessary to determine the reasonable value of the Services rendered by Professional prior to termination. In the event of a dispute as to the reasonable value of the Services rendered by Professional prior to termination and the Parties are unable to agree upon said amount within sixty (60) calendar days following the date of the notice of termination by City, such dispute may, upon the request of either Party, be resolved by arbitration conducted in accordance with the "Arbitration of Disputes" section of this Agreement.

(c) Except as provided in this Agreement, in no event shall City be liable for costs incurred by or on behalf of Professional after the date of the notice of termination.

**21. Assurance of Performance.** If, at any time, City believes Professional may not be adequately performing its obligations under this Agreement or may fail to complete the Services as required by this Agreement, City may submit a written request to Professional for written assurances of performance and a plan to correct observed deficiencies in Professional's performance. Failure to provide written assurances subsequent to such written request, constitutes grounds to declare a breach under this Agreement.

**22. Cancellation for Breach by Either Party.** Should either Party fail to substantially perform its obligations in accordance with the provisions of this Agreement, the other Party shall thereupon have the right to cancel the Agreement by giving written notice and specifying the effective date of such cancellation. If City cancels this Agreement for breach and it is subsequently determined that Professional did not fail to substantially perform its obligations in accordance with this Agreement, then cancellation for breach by City shall be deemed, and treated, as termination for convenience.

Neither Party waives the right to recover damages against the other for breach of this Agreement, including any amount necessary to compensate City for all detriment proximately caused by Professional's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. City reserves the right to offset such damages against any payments owed to Professional.

City shall not in any manner be liable for Professional's actual or projected lost profits had Professional completed the Services required by this Agreement.

**23. Non-Discrimination.** In its performance of the Services, Professional shall adhere to City's EEO Policy which states, "The City is committed to ensuring that all qualified individuals have a full and fair opportunity to compete in all phase of the hiring process and promotion, and to enjoy the benefits of employment with the City. All employees and applicants shall receive equal consideration and treatment in employment without regard to race, color, religion, gender, sexual orientation, national origin, age, disability, genetic information, marital status, amnesty, or status as a covered veteran in accordance with applicable federal or state statutes, the City's ordinances, resolutions, rules or regulations."

In addition, all agreements with sub-contractors will include language as required by the Office of Federal Contract Compliance Programs (OFCCP) that requires sub-contractors to maintain equal employment opportunity policies, and, as necessary, affirmative action policies.

**24. Arbitration of Disputes.** All claims, disputes, and other matters in question between City and Professional arising out of or relating to this Agreement or the breach thereof, including claims of Professional for extra compensation for Services related to the Project, shall be decided by arbitration before a single arbitrator in accordance with the provisions of Sections 1281 to 1284.2 of the California Code of Civil Procedure (the "Arbitration Laws") unless the Parties mutually agree otherwise. The provisions of Section 1283.05 of the Arbitration Laws apply to any arbitration proceeding except as otherwise provided in this Agreement. The arbitrator shall have authority to decide all issues between the Parties including, but not limited to, claims for extras, delay and liquidated damages, if any, provided for in this Agreement, matters involving defects in the work product of the Professional, rights to payment, and whether the necessary procedures for arbitration have been followed. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Notice of the demand for arbitration shall be filed in writing with the other Party. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitation.

The Parties shall jointly appoint an arbitrator within fifteen (15) calendar days of the date of giving of the notice of the demand for arbitration. If the Parties are unable to jointly agree upon the appointment of an arbitrator within said fifteen (15) calendar day period, and do not agree in writing to extend said period for a fixed period, then either Party may seek to have the arbitrator appointed by the Superior Court of Stanislaus County in accordance with the Arbitration Laws.

If any proceeding is brought to contest the right to arbitrate and it is determined that such right exists, the losing Party shall pay all costs and attorneys' fees incurred by the prevailing party.

In addition to the other rules of law which may be applicable to any arbitration hereunder, the following shall apply:

(a) Promptly upon the filing of the arbitration, each Party shall be required to set forth in writing and to serve upon each other Party a detailed statement of its contentions of fact and law.

(b) All parties to the arbitration shall be entitled to the discovery procedures as provided in Section 1283.05 of the California Code of Civil Procedure.

(c) The arbitration shall be commenced and conducted as expeditiously as possible consistent with affording reasonable discovery as provided herein.

(d) These additional rules shall be implemented and applied by the arbitrator.

The costs of arbitration shall be borne by the Parties as determined by the arbitrator, but each Party shall bear its own attorney's fees associated with the dispute with the other Party and to the arbitration.

**25. Insurance Coverage.** During the Term, the Professional shall procure and effect policies of insurance set forth herein, which shall be placed with insurers with a current A M Best's rating of no less than A VII and will provide City with written proof of said insurance. Professional shall procure coverage as follows:

**25.1. General Liability.** Professional shall carry general liability insurance in the amount of Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be Four Million Dollars (\$4,000,000.00).

**25.2. Workers' Compensation Insurance and Employer's Liability.** Professional shall carry workers' compensation insurance as required by the State of California under the Labor Code. Professional shall also carry employer's liability insurance in the amount of One Million Dollars (\$1,000,000.00) per accident, with a One Million Dollars (\$1,000,000.00) policy limit for bodily injury by disease, and a One Million Dollars (\$1,000,000.00) limit for each employee's bodily injury by disease.

**25.3. Errors and Omissions Liability.** Professional shall carry errors and omissions liability insurance in the amount of no less than Two Million Dollars (\$2,000,000.00) per claim or greater if appropriate for the Professional's profession. Any deductibles or self-insured retentions must be declared to the City, its elected and appointed councils, commissions, directors, officers, employees, and representatives ("City's Agents").

**25.4. Commercial Automobile Liability.** Professional shall carry commercial automobile liability insurance in the amount of Two Million Dollars (\$2,000,000.00) or greater per occurrence for owned, leased, hired, and borrowed automobiles.

**25.5. Waiver of Subrogation.** With the exception of errors and omissions liability insurance, Professional hereby agrees to waive subrogation which any insurer of Professional may

acquire from Professional by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by Professional, its agents, employees, independent contractors, and subcontractors. Professional agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

**26. Additional Insurance Requirements.** Within five (5) days of the Effective Date, Professional shall provide City with certificates of insurance for all of the policies required under this Agreement ("Certificates"), excluding the required workers' compensation insurance. Such Certificates shall be kept current for the Term of the Agreement and Professional shall be responsible for providing updated copies and notifying City if a policy is cancelled, suspended, materially reduced, or voided. With the exception of the workers' compensation insurance, all of the insurance policies required in this Agreement shall provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days' prior written notice to City of such cancellation, expiration. The General Liability and Automobile Policies under 25.1 and 25.4 above shall be endorsed to name City, and City's Agents as additional insureds with respect to liability arising out of Services, work or operations performed by or on behalf of Professional. In addition and with the exception of the workers' compensation insurance, all of the insurance policies required in this Agreement shall: (i) cover products and completed operations of Professional, premises owned, occupied, or used by the Professional, or automobiles owned, leased, or hired or borrowed by the Professional; contain no special limitations on the scope of protection afforded to City; (ii) be primary with respect to any insurance or self-insurance programs covering any additional insured; and (iii) contain standard separation of insured provisions; and (iv) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to City.

**27. Indemnification by Professional.** To the fullest extent permitted by law. Professional shall defend with legal counsel reasonably acceptable to City, indemnify and hold harmless City and City's Agents from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Professional or its subcontractors), expense and liability but only to the extent actually caused by the professional or gross negligence or willful misconduct, whether acts or omissions, of the Professional, or any direct or indirect subcontractor, employee, contractor, representative or agent of Professional, or anyone that Professional controls (collectively "Liabilities"). Such obligations to defend, hold harmless, and indemnify City and City's Agents shall not apply to the extent that such Liabilities are caused in whole by the sole negligence, active negligence, or willful misconduct of City or City's Agents, but shall apply to all other Liabilities. With respect to third party claims against the Professional, the Professional waives any and all rights of any type of express or implied indemnity against City and City's Agents. Professional has no obligation to pay for any of the indemnitees' defense related costs prior to a final determination of liability or to pay any amount that exceeds Professional's finally determined percentage of liability based upon the comparative fault of Professional.

**28. Liability of City.** Notwithstanding any other provision of this Agreement, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue,

arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

**29. Independent Contractor.** At all times during the Term, Professional shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which Professional performs the Services required under this Agreement. Professional shall be liable for its acts and omissions and those of its employees, contractors, subcontractors, representatives, volunteers, and its agents. Nothing contained herein shall be construed as creating an employment, agency or partnership relationship between City and Professional. City shall have the right to control Professional only insofar as the result of Professional's Services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Professional accomplishes Services rendered pursuant to this Agreement.

**30. Professional Not Agent.** Except as City may specify in writing, Professional shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Professional shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

**31. Payment of Taxes and Other Expenses.** Payment of any taxes, including California sales and use taxes, levied upon this Agreement, the transaction, or the Services or goods delivered pursuant hereto, shall be the obligation of Professional.

**32. Notices.** All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Any Party hereto may at any time, by giving ten (10) days' written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below.

If to City: **City of Turlock**  
**Attn: William D. Morris, RCE, PLS**  
**156 S. Broadway, Suite 150**  
**Turlock, CA 95380-5461**

With courtesy copies to: **Petrulakis Law & Advocacy, APC**  
**Attn: George A. Petrulakis, City Attorney**  
**P.O. Box 92**  
**Modesto, California 95353**

If to Professional: \_\_\_\_\_  
**Attn:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**33. City Contract Administrator.** City's contract administrator and contact person for this Agreement is:

Randall Jones, P.E.  
156 S. Broadway, Suite 150  
Turlock, California 95380-5456  
Telephone: (209) 668-6021  
E-mail: rjones@turlock.ca.us

**34. Interpretation.** As used herein, any gender includes each other gender, the singular includes the plural and vice versa.

**35. Use of City Project Number.** Professional or its subcontractors agree to use the aforementioned City project number on all maps, drawings, submittals, billing, and written correspondence that involve City staff or contracted consultants. Nothing in this Section shall preclude Professional or its subcontractors from using their own project numbers for their own internal use.

**36. Modification.** No alteration, amendment, modification, or termination of this Agreement shall be valid unless made in writing and executed by all of the Parties to this Agreement.

**37. Waiver.** No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

**38. Assignment.** No Party to this Agreement shall assign, transfer, or otherwise dispose of this Agreement, in whole or in part, to any individual, firm, or corporation without the prior written consent of the other Party. Subject to the forgoing provisions, this Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties hereto.

**39. Authority.** All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by state or federal law in order to enter into the Agreement have been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

**40. Drafting and Ambiguities.** Each Party acknowledges that it has reviewed this Agreement with its own legal counsel, and based upon the advice of that counsel, freely entered into this Agreement. Each Party has participated fully in the review and revision of this Agreement. Any rule of construction that ambiguities are to be resolved against the drafting Party does not apply in interpreting this Agreement.

**41. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of California.

**42. Venue.** Venue for all legal proceedings shall be in the Superior Court of the State of California, in and for the County of Stanislaus.

**43. Severability.** If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

**44. Counterparts.** This Agreement may be executed simultaneously, and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

**45. Audit.** City shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Professional's charges to City under this Agreement.

**46. Entire Agreement.** This Agreement, together with its specific references, attachments, and exhibits, constitutes the entire agreement of the Parties with respect to the subject matters hereof and supersedes any and all prior negotiations, understanding, and agreements with respect hereto, whether oral or written.

**47. Supersedes Prior Agreement.** It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, or representations, whether written, electronic or oral, between the Parties with respect to the subject matter of this Agreement.

**48. Mandatory and Permissive.** "Shall" and "will" and "agrees" are mandatory. "May" and "can" are permissive.

**49. Successors and Assigns.** All representations, covenants, and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of, any or all of the Parties hereto, shall be binding upon and inure to the benefit of such Party, its successors and assigns.

**50. Headings.** Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

**51. Attorney's Fees and Costs.** If any action at law or in equity not resolved pursuant to the "Arbitration of Disputes" section of this Agreement, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.



**52. Necessary Acts and Further Assurances.** The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

**53. Time is of the Essence.** Time is of the essence in this Agreement for each covenant and term of a condition herein.

*[Signatures on Following Page]*

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by and through their respective officers thereunto duly authorized.

**PROFESSIONAL**

**SANDIS CIVIL ENGINEERS SURVEYORS  
PLANNERS, a  
a California corporation**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date \_\_\_\_\_

**CITY**

**City of Turlock, a California  
municipal corporation**

By: \_\_\_\_\_  
Reagan M. Wilson, City Manager

Date: \_\_\_\_\_

**APPROVED AS TO SUFFICIENCY:**

By: \_\_\_\_\_  
William D. Morris, RCE, PLS, City Engineer

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
George A. Petrulakis, City Attorney

**ATTEST:**

By: \_\_\_\_\_  
Julie Christel, City Clerk

## SCOPE OF SERVICES

### 1. Project Management and Administration:

Upon selection and Notice to Provide, Sandis will coordinate a project kick-off meeting with City staff. The goal of the kickoff meeting is to discuss roles and responsibilities, establish a project management plan, and identify key dates and milestones. Sandis will provide meeting minutes for the kick-off meeting as well as a project management plan and project design schedule.

Additionally, Sandis will provide the following for the duration of the project:

- Monthly progress updates and budget reports.
- Conduct regular meetings with City staff to discuss and review comments and project status.

### 2. Surveying (Topography and Boundary):

Sandis will perform a boundary and topographic field survey to gather the necessary information and details for the design of the Project. The boundary shall establish City right-of-way and be used to confirm that all improvements are within the City's right-of-way. This will include the intersection of Fulkerth Rd and Countryside Dr and ADA level information at the north side ramps.

Existing right-of-way will be based upon available maps and deeds on file in the County public records. We will include and show plottable easements, if any, and right-of-way lines with length and bearing (including reference on basis) on each boundary course. A Preliminary Title Report with referenced documents will be ordered if needed.

Sandis will conduct fieldwork, office calculations, and drafting to produce a topographic survey of the project area at an a 1" = 20' Scale. This survey will show the location and sizes of existing trees (Driplines will be assumed), grade breaks, high points, low points signs, fences, walls, buildings, striping, driveways, walkways, drainages, structures, lights, poles, bollards, vegetated or landscaped areas (including bushes, etc), USA markings, vaults, valves, meters, boxes, pedestals, cleanouts, manholes, drain inlets, catch basins, culverts, outfalls, and standpipes within the project area(s). Field measurements of inverts of accessible and unobstructed visible catch basins, area drains, storm drain manholes, and sanitary sewer manholes will be shown.

Elevation spot grades and/or the combination of contours will be shown at one (1) foot intervals or as appropriate to clearly define the slopes. Elevations collected by ground surveys will be shown to an accuracy of 0.01' (one hundredth) of a foot. Heavily brushed areas will be defined at the perimeter. Brush clearing will be the responsibility of the client if ground elevations need to be collected in those areas. Existing elevations shall be shown at a maximum of 100-foot cross sections. Spot elevations shall be shown at all points of vertical or horizontal change (grade break). Elevations will be based on available NGS or locally published benchmarks.

Sandis may utilize Aerial survey techniques if deemed appropriate for site features. Aerial Survey will be supplemented with conventional surveying for utility information and survey under trees or areas not visible from above. Aerial spot elevations for Aerial Survey will be shown to an accuracy of  $\pm 0.1$  (one-tenth) of a foot.

Utility information will be based on surface evidence located in the field and the solicitation of the records of the various utility providers. Sandis will coordinate directly with the utility providers to achieve this.

Mechanical detection of existing utilities can be provided as an optional service.

**Deliverables:** One (1) electronic boundary survey and topographic map and an AutoCAD file.

### 3. Traffic Signal Design:

Once Task 2 is complete, our team will develop traffic signal layout alternatives for Option 1 and Option 2 to review/discuss with the City. Sandis will also consider and potentially develop a third Option layout. Development of the layouts will consider traffic data, utility locations, and impacts on vehicle queuing and traffic operations to aid in the selection of a preferred alternative. Furthermore, our team will utilize and improve on the concept overviews we have prepared to provide a simple yet effective overview of the project corridor. Our team will analyze the signal pole location to minimize mast arm length based on utility conflicts and required signal operations.

Option 2 will require a thorough review of signal timing and signal coordination due to the proximity of the signalized intersection. Sandis will review existing traffic data and collect current and additional data, at up to eight locations; this includes a combination of multi-modal turning movement counts and tube counts. Sandis will review available traffic analysis and modeling and prepare a traffic simulation in Simtraffic to support overall signal timing and operational analysis.

Once a preferred layout alternative is selected, Sandis will develop signal plans that will include detector loop and signal equipment layouts, pole/equipment schedule, conduit/conductor schedule, and signal timing plan as part of Task 4.

Signal timing and coordination will be reviewed during Task 3. However, we recommend that the final timing plans be completed in Task 4 to represent the ultimate signal layout and design, reducing the need for revisions.

Our fee estimate in Task 4 assumes the selection of Option 2. We have provided an optional fee to design a third, unidentified Option as an optional task, in case it is selected as the preferred alternative.

**Deliverables:**

- Option 1, Option 2, and Option 3 Layout Alternatives
- Preferred Layout Alternative Selection

#### **4. Construction Ready Bid Package:**

##### **4.A Preliminary Design (50% Design Submittal)**

Upon completing Tasks 2 and 3, our project team will begin Task 4, which includes:

- Finalization of topography and boundary survey
- Documentation of existing utility maps and site conditions within the project area
- Preliminary design layout that adheres to City Standards;
- Documentation of Identified areas of concern to the City:
  - Design conflicts with City Standards,
  - Drainage, utility, grading and ADA conflicts,

The completion of the above will serve as the basis of the 50% design submittal:

We will prepare a plan set that will include (at a minimum but not limited to) the following sheets:

- Cover and Index Sheet
- Topography
- Demolition Limits and Plan
- Site and Layout Plan
- Grading Plan
- Landscape & Irrigation Plan
- Utility Plan
- Traffic Signal Plan
- Signage and Striping Plan

Traffic signal plans will include work for the new traffic signals as well as signal modification at the Fulkerth Rd and Countryside Dr intersection; the signal modification will include converting pedestrian push buttons to an APS-compliant system and new countdown signal pedestrian heads.

We assume that the project will provide a grind and overly within the project extent, terminating at the curb line along Fulkerth Rd. As such, the existing curb ramps on the north side of Fulkerth Rd will be upgraded if found not to be ADA compliant. Pavement rehabilitation in the form of "dig outs" will be identified on the plans, based on field review and City comment.

The utility plan will be required to meet Caltrans' Utility Certificate Requirement, as per the CMAQ funding.

Our project team will coordinate with Turlock Irrigation District (TID Water & Power) for any new irrigation and electrical point of connections (Landscaping and Traffic Signal).

**Deliverables:**

- One (1) electronic plan set (24x36) and an AutoCAD file submittal
- Preliminary Engineer's Cost Estimate

**4.B 75% Design Submittal (Plans, Specifications, and Estimate)**

Upon the completion of Task 4.A, Sandis will work with the City to receive a single consolidated set of comments/redlines.

The 75% submittal will include:

- Incorporation of the 50% design submittal comments
- Responses to City Review Comments (Excel and/or PDF; based on the type of format received)
- Complete detailed plans, project details (including City Standard Drawings where pertinent), technical specifications, and engineer's cost estimate/bid list

We assume that the project will utilize standard City technical specifications with project-specific edits. Front-end specifications will be prepared by the City with our support where needed.

The 75% plan set will include sufficient detail to document and depict the project's design. Our team will address any potential drainage and utility conflicts that may have arisen from the project's intersection and geometric design.

**Deliverables:**

- One (1) electronic plan set (24x36) and an AutoCAD file submittal
- One (1) electronic set of technical specifications
- One (1) Engineer's Cost Estimate

**4.C 100% Design Submittal (Plans, Specifications, and Estimate)**

Upon the completion of Task 4.B, Sandis will work with the City to receive a single consolidated set of comments/redlines.

The 100% submittal will include:

- Incorporation of the 75% design submittal comments
- Responses to City Review Comments in the Same Format that Comments were provided (Excel and/or PDF)
- Completed plans, project details (including City Standard Drawings where pertinent), technical specifications, and engineer's cost estimate/bid list.

**Deliverables:**

- One (1) stamped and signed final electronic plan set (24x36) and an AutoCAD file submittal.
- One (1) stamped and signed final electronic set of technical specifications.
- One (1) engineer's cost estimate (final).

**Project Timeline**

The project timeline will be established in coordination with the City. It will include milestones for surveying, design development, plan submittals, review cycles, and final deliverables. The timeline will consider factors such as the availability of resources, project complexity, and coordination with utility providers.

## STANDARD HOURLY CHARGE RATES

Enforced January 1, 2023 through December 31, 2023

### ENGINEERING SERVICES / QSD & QSP SERVICES

---

Project Specialist/Clerical		\$105.00
Computer/Field/Engineer Technician	Level 1	\$105.00
	Level 2	\$115.00
	Level 3	\$130.00
Sr. Engineer Technician		\$135.00
Design Engineer	Level 1	\$125.00
	Level 2	\$130.00
	Level 3	\$135.00
Project Engineer/Traffic Engineer	Level 1	\$150.00
	Level 2	\$170.00
	Level 3	\$180.00
Senior Engineer Level 1		\$205.00
Engineering Project Manager Level 1		\$215.00
Engineering Project Manager Level 2		\$250.00
Associate Principal/Sr. Project Manager/Sr. Traffic Engineer		\$300.00
Principal		\$400.00
Forensic Review/Analysis/Claim Support		\$500.00

### SURVEYING SERVICES / HIGH DEFINITION SCANNING / 3-D MODELING SERVICES

---

Computer/Surveying/Scanning Technician	Level 1	\$105.00
	Level 2	\$115.00
	Level 3	\$125.00
Project Surveyor/Scanning Specialist	Level 1	\$135.00
	Level 2	\$145.00
	Level 3	\$175.00
Survey Project Manager Level 1		\$215.00
Survey Project Manager Level 2		\$250.00
Senior Field Survey Supervisor/AISC/Manager		\$300.00
Utility Locating Services 1-Person Crew		\$175.00
Utility Locating Services 2-Person Crew		\$290.00
Utility Locating Manager		\$165.00
1-Person Survey Crew		\$200.00
2-Person Survey Crew		\$350.00
2-Person Survey Crew with Apprentice		\$450.00
3-Person Survey Crew		\$500.00
Union Field Surveyor Official Travel		\$75.00

**REIMBURSABLE COSTS:** Printing, monuments, materials, outside services and consultants, courier/delivery services, express/overnight mail, travel/per diem, agency fees advanced, etc., at cost plus 10%.

**OVERTIME:** All overtime charges are invoiced on the basis of one and one-half times the above rates. Double time invoiced at two times above rates.

SANDIS at its sole discretion may utilize its subsidiaries to perform the services presented in this proposal.



# **City Council Staff Report**

## **September 12, 2023**

---

From: Luis Machado, IT Manager

Prepared by: Luis Machado, IT Manager and  
Janelle Rodrigues, Staff Services Assistant

Agendized by: Reagan M. Wilson, City Manager

### **1. ACTION RECOMMENDED:**

Resolution: Authorizing the City Manager to enter into an agreement with Konica Minolta Business Solutions U.S.A., Inc. (Konica Minolta), for document management services, in an amount not to exceed \$100,000 per year, and a total amount not to exceed \$300,000 for three (3) years, where funding has been budgeted in the respective departments account 43226 "Document Imaging System" and contingent on the availability of budgeted funds.

### **2. SYNOPSIS:**

Staff is requesting the approval of a new agreement with Konica Minolta, whom is the City of Turlock's (City) current document management services provider for the prevailing OnBase Enterprise Content Platform (OnBase). The agreement newly stipulates the 3-year term, and a not to exceed amount of \$100,000 per year, and \$300,000 for 3 years.

### **3. DISCUSSION OF ISSUE:**

On January 13, 2015 the City Council approved an evergreen master services agreement with Konica Minolta to upgrade the City's previous document management system to the OnBase platform. Since then, the use of the OnBase system, paired with the services of Konica Minolta, have been vital to the daily operations of several City departments including Police, Fire, Development Services, Public Works, and Human Relations.

Staff is requesting council approval to continue the City's desire to store and organize documents and data with a secure and compliant solution.

### **4. BASIS FOR RECOMMENDATION:**

Konica Minolta provides professional services utilized by the City for OnBase Configuration, folder configuration, training, testing and Go-Live support, for the purpose of document intake, indexing and retrieval.

For eight (8) years, Konica Minolta has worked closely with Information Technology (IT) and various departments to achieve their document imaging goals, while ensuring the City is compliant with documentation retention policies.

**5. FISCAL IMPACT:**

For each department and their correlating projects, Konica Minolta will consult with City-staff and IT to determine the Statement of Work (SOW), which will include the timeline and projected cost of the project. The cumulative cost of all department projects during the term of this agreement is not to exceed an amount of \$100,000 per year, and \$300,000 in 3 years, where funding has been budgeted in the respective departments account 43226 "Document Imaging System" and contingent on the availability of budgeted funds.

**6. STAFF RECOMMENDATION:**

Staff recommends council approval to honor the City's requirement to store and organize documents and data with a secure and compliant solution.

**7. CITY MANAGER'S COMMENTS:**

Recommended Approval.

**8. ENVIRONMENTAL DETERMINATION:**

N/A

**9. ALTERNATIVES:**

Council can choose not to approve the agreement. However, IT recommends approval based on the 8 years of experience and familiarity of the OnBase platform and Konica Minolta professional services.

**10. ATTACHMENTS:**

- A. Draft Resolution
- B. Master Services Agreement
- C. Statement of Work (Human Relations)
- D. Statement of Work (Development Services)



BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE CITY  
MANAGER TO ENTER INTO AN AGREEMENT WITH  
KONICA MINOLTA BUSINESS SOLUTIONS U.S.A.,  
INC. (KONICA MINOLTA), FOR DOCUMENT  
MANAGEMENT SERVICES, IN AN AMOUNT NOT  
TO EXCEED \$100,000 PER YEAR AND A TOTAL  
AMOUNT NOT TO EXCEED \$300,000 FOR THREE  
(3) YEARS, WHERE FUNDING HAS BEEN  
BUDGETED IN THE RESPECTIVE DEPARTMENTS  
ACCOUNT 43226 "DOCUMENT IMAGING SYSTEM"  
AND CONTINGENT ON THE AVAILABILITY OF  
BUDGETED FUNDS.

}  
}  
}  
}  
}  
}  
}  
}  
}  
}  
}  
}

RESOLUTION NO. 2023-

**WHEREAS**, Staff is requesting the approval of a new agreement with Konica Minolta, whom is the City of Turlock's (City) current document management services provider for the prevailing OnBase Enterprise Content Platform (OnBase); and

**WHEREAS**, On January 13, 2015 the City Council approved an evergreen master services agreement with Konica Minolta to upgrade the City's previous document management system to the OnBase platform. Since then, the use of the OnBase system, paired with the services of Konica Minolta, have been vital to the daily operations of several City departments including Police, Fire, Development Services, Public Works, and Human Relations; and

**WHEREAS**, Konica Minolta provides professional services utilized by the City for OnBase Configuration, folder configuration, training, testing and Go-Live support, for the purpose of document intake, indexing and retrieval; and

**WHEREAS**, For each department and their correlating projects, Konica Minolta will consult with City-staff and IT to determine the Statement of Work (SOW), which will include the timeline and projected cost of the project. The cumulative cost of all department projects during the term of this agreement is not to exceed \$100,000 per year and \$300,000 for 3 years, where funding has been budgeted in the respective departments account 43226 "Document Imaging System" and contingent on the availability of budgeted funds.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby Authorize the City Manager to enter into an agreement with Konica Minolta Business Solutions U.S.A., Inc. (Konica Minolta), for document management services, in an amount not to exceed \$100,000 per year, and a total amount not to exceed \$300,000 for three (3) years, where funding has been budgeted in the respective departments account 43226 "Document Imaging System" and contingent on the availability of budgeted funds.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 12<sup>th</sup>

day of September, 2023, by the following vote:

AYES:	( )
NOES:	( )
NOT PARTICIPATING:	( )
ABSENT:	( )

ATTEST:

---

Julie Christel, City Clerk,  
City of Turlock, County of Stanislaus,  
State of California



**KONICA MINOLTA**

**North America Master Agreement**

between

**CITY OF TURLOCK**

156 S. Broadway, Turlock, California 95380

**(“Client”)**

and

**KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.**

100 Williams Drive, Ramsey, New Jersey 07446

**(“Konica Minolta”)**

This North America Master Agreement (“Agreement”) is made and entered as of August 29, 2023 (“Effective Date”) by and between Client and Konica Minolta. Each is a “Party” and together are the “Parties” to this Agreement.

WHEREAS, Konica Minolta is a North American technology company that offers a comprehensive portfolio of Products, Services and solutions to clients; and

WHEREAS, Client has chosen Konica Minolta to be its supplier for the Products and Services offered under this Agreement; and

WHEREAS, this Agreement is subject to Copiers and Managed Print Services NASPO ValuePoint Contract #140597 and the State of California Participating Addendum #7-19-70-46-03; and

WHEREAS, the Parties now set forth the terms and conditions that will govern the acquisition and use of the Products and Services.

NOW THEREFORE, in consideration of the promises and undertakings hereinafter set forth, the Parties hereby agree as follows:

## 1. SCOPE

1.1 This Agreement sets forth the terms and conditions pursuant to which the Parties agree to engage one another in the United States only. This Agreement establishes the sale of Products and the provision of Services by Konica Minolta or one of its Affiliates. Konica Minolta may extend the terms of this Agreement to any or all of Client’s Affiliates outside of the United States. Should Client wish to purchase Products and related Services outside of the United States, the respective Konica Minolta entity or Affiliate in that respective country may offer Supplements for the acquisition of such Products and related Services. Client and the Konica Minolta entity or Affiliate in the respective country agree to honor the terms of this Agreement and the Supplements as may be agreed to from time to time as if they were named herein as a party hereto.

1.2 The following Exhibits are incorporated herein and form a part of this Agreement:

- Exhibit 1 Intelligent Information Management Supplement

## 2. DEFINITIONS

“Affiliate”: any legal entity that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control by a Party.

“Device”: multifunctional devices, printers and other information technology hardware, peripherals, accessories and options supplied or serviced by Konica Minolta.

“Order”, “Statement of Work” or “SOW”: a transactional document entered into by and between Client and Konica Minolta by which the Client procures Products and Services from Konica Minolta pursuant to the terms of this Agreement and the applicable Supplement.

“Product(s)”: Device and Software.

“Service(s)”: professional and maintenance services provided by Konica Minolta as further described in the Exhibits attached hereto or subsequently agreed to in a Supplement or Statement of Work.

“Software”: programs, procedures and related documentation associated with a computer system as further defined in Section 9 of this Agreement.

“Supplement”: (i) an Exhibit attached hereto and incorporated herein that adds to or modifies the terms of this Agreement to allow for operational and legal differences for the provision of certain Products and Services; (ii) an Exhibit attached hereto and incorporated herein that adds to or modifies the terms of this Agreement to allow for operational and legal differences for Client and the Konica Minolta entity or Affiliate in a country outside of the United States to engage with one another under this Agreement; or (iii) a contract between Client and the Konica Minolta entity or Affiliate in a country outside of the United States that extends the terms of this Agreement to their country and adds to or modifies the terms of this Agreement to allow for operational and legal differences in their country. The terms of a Supplement control over the terms of this Agreement. A Supplement only applies to Client and the Konica Minolta entity or Affiliate operating in the country listed therein.

### 3. TERM

This Agreement comes into effect on the Effective Date and continues for three (3) years (unless sooner terminated pursuant to Section 6), subject to Client’s availability of funds. Notwithstanding the foregoing, Client shall not order any Products or Services under this Agreement unless it has appropriated adequate funds to pay for the Products or Services. The expiration or termination of this Agreement will have no impact on any then executed Orders or Statements of Work, which shall endure and be governed by this Agreement for their stated terms.

### 4. PRICING

The pricing for certain Products and Services offered hereunder is set forth in the attached Exhibits or in an Amendment to this Agreement. The Parties estimate that Client’s purchases of Products and Services under this Agreement shall be an amount not to exceed one hundred thousand dollars (\$100,000) per year, for a total amount not to exceed three hundred thousand dollars (\$300,000) during the initial three (3) years of this Agreement; provided, that the Parties execute an Amendment to this Agreement modifying the amounts provided herein in the event any Orders or Statements of Work are anticipated to exceed the yearly amount stated herein. Konica Minolta may offer new Products under this Agreement at prices agreed to with Client. Additional Products and Services shall be priced as agreed to in a revised Price Catalog or Statement(s) of Work. Products will

be new unless otherwise agreed to. Konica Minolta may notify Client of any modification or addition to the Price Catalog by email. Client's affirmative response by email or subsequent purchase shall constitute acceptance of the modification, addition or changes and shall bind both Parties.

## 5. INVOICING & PAYMENT

5.1 Konica Minolta offers a variety of invoicing options including country level fleet invoicing and invoicing through electronic invoice management services. Invoicing parameters may be established by Client and the Konica Minolta entity or Affiliate and may be a part of a Supplement or Statement of Work.

5.2 Payment is due within thirty (30) days from the date of the invoice. If Client fails to make any payment when due, Konica Minolta may: (i) refuse to continue to provide Services or additional Products and may enter Client's premises to recover any property or Products owned by Konica Minolta; (ii) convert the payment terms of this Agreement and/or any Statement of Work into a time, travel and material basis, with or without notice to Client, and proceed to furnish Service on a time, travel and material basis; and/or (iii) offset the amounts Client owes Konica Minolta against any amounts Konica Minolta may owe Client under any other agreement. If Client fails to make any payment when due pursuant to this Agreement, a Statement of Work, a Supplement and/or an Order, Client will be liable for any collection costs incurred by Konica Minolta along with a service charge of one and one-half percent (1.5%) per month of the total amount due or the maximum interest rate permitted by law, whichever is less. The use of an eProcurement solution, credit card, procurement card or similar payment device may incur additional fees. Title to Products shall remain in the name of Konica Minolta until full payment has been received.

5.3 Taxes: Prices are exclusive of all taxes. Client is liable for, and shall pay to Konica Minolta, all taxes imposed on any transaction under this Agreement and respective Statement of Work, Supplement or Order. Taxes include, but are not limited to, sales, use, transactional, personal property and value added taxes. By signing this Agreement, Client acknowledges its liability to Konica Minolta for such taxes unless a properly completed exemption certificate is received by Konica Minolta prior to invoicing. If an exemption certification is not received and Client disputes the tax charge, the Parties shall work together to resolve any issues. All tax disputes must be raised within ninety (90) days from the date of the invoice. After the ninety (90) day period, the tax charge is considered final. If Client receives a withholding tax order from any taxing authority, it shall immediately contact the Tax Director at Konica Minolta and provide a copy of such order. If Client fails to notify the Tax Director at Konica Minolta and provide the tax order, the withholding amount shall be considered invalid and Client shall be liable to immediately reimburse Konica Minolta the amount withheld. If Client notifies the Tax Director at Konica Minolta, Client is obligated to supply the dollar amount of the amount withheld along with a copy of the check. If the dollar amount and check are not provided, the deduction for withholding tax is considered invalid. CLIENT HEREBY ACKNOWLEDGES AND CONFIRMS THAT IT HAS NOT RECEIVED ANY TAX, FINANCIAL, ACCOUNTING OR LEGAL ADVICE FROM KONICA MINOLTA.

## 6. DEFAULT

6.1 Any of the following shall constitute an event of default under this Agreement:

- a. Any breach or failure of Client to make any payment required hereunder or under any Order when due, or the failure of Client or Konica Minolta to otherwise observe or perform any of its obligations, covenants or undertakings under this Agreement, an Order, a Statement of Work and/or a Supplement;
- b. Any misrepresentation or breach of warranty or covenant by either Party; and
- c. If a Party, or any guarantor of a Party's obligations hereunder or under an Order and/or Statement of Work, becomes insolvent or makes an assignment for the benefit of creditors or a receiver, conservator or liquidator of the Party, or all or a substantial part of its assets is appointed or a petition is filed by or against a Party under the Bankruptcy Codes or under any other insolvency law.

6.2 No express or implied waiver by either Party of any event of default hereunder shall in any way be, or be construed to be, a waiver of any future or subsequent event of default. The failure, delay or waiver of any such right in the future and any single or partial exercise of any particular right by a Party shall not exhaust such rights or constitute a waiver of any other right provided herein.

6.3 In the event of default by Client, Konica Minolta may, in its sole and absolute discretion:

- a. Charge Client interest on all payments due at a rate of up to eighteen percent (18%) per year from the date of default until paid, but no more than the maximum rate permitted by law; and/or
- b. Refuse to continue to Service Devices under this Agreement or any other agreement between Client and Konica Minolta; and/or
- c. Offset any amounts Client owes Konica Minolta against any amounts Konica Minolta may owe Client under any other agreement.

6.4 The prevailing Party in any action to enforce or defend its rights under this Agreement shall be entitled to reasonable attorneys' fees and costs from the other Party.

6.5 Either Party may terminate this Agreement for convenience with sixty (60) days' prior written notice.

6.6 If either Party breaches any of its obligations under this Agreement, the non-breaching Party must send the breaching Party written notice of the breach and demand that the breach be cured. That notice shall also specify the nature of the breach with reasonable detail so that the breaching Party may cure the breach. Unless the breaching Party cures the breach (i.e., by taking at least those reasonable actions required by the notice) and notifies the non-breaching Party of the cure within thirty (30) business days from receipt of the non-breaching Party's notice, the non-breaching Party shall have the right to terminate the affected Services at any time after the thirty (30) business day period by giving notice of termination to the breaching Party. The termination shall be effective upon receipt of the termination notice by the breaching Party, but the termination shall not operate to extinguish or

prejudice the other rights and remedies of the non-breaching Party with respect to the breach. However, if the breaching Party has cured the breach and given notice of the cure to the non-breaching Party before it receives the termination notice, the termination notice shall have no effect, and this Agreement shall remain in effect unless sooner terminated pursuant to this Section.

## 7. WARRANTY DISCLAIMER

KONICA MINOLTA WARRANTS THAT DEVICES MANUFACTURED BY KONICA MINOLTA, INC. OR ONE OF ITS AFFILIATES SHALL PERFORM IN ACCORDANCE WITH THE SPECIFICATIONS PUBLISHED BY KONICA MINOLTA (AVAILABLE ON KONICA MINOLTA'S WEBSITE AND AVAILABLE UPON REQUEST). KONICA MINOLTA WARRANTS THAT THE SERVICES WILL BE PERFORMED IN A PROFESSIONAL MANNER IN ACCORDANCE WITH GENERALLY APPLICABLE INDUSTRY STANDARDS. KONICA MINOLTA MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INTERFERENCE, NON-INFRINGEMENT OR THE LIKE. KONICA MINOLTA'S SOLE LIABILITY (AND CLIENT'S EXCLUSIVE REMEDY) FOR ANY WARRANTY CLAIM SHALL BE FOR KONICA MINOLTA TO REPAIR OR REPLACE A DEFECTIVE DEVICE OR RE-PERFORM ANY DEFICIENT SERVICES, OR, IF KONICA MINOLTA IS UNABLE TO REMEDY SUCH DEFECT OR DEFICIENCY WITHIN THIRTY (30) DAYS, TO VOID THE INVOICE FOR THE DEFECTIVE DEVICE OR DEFICIENT SERVICES. KONICA MINOLTA SHALL HAVE NO OBLIGATION WITH RESPECT TO A WARRANTY CLAIM (I) IF NOTIFIED OF SUCH CLAIM MORE THAN THIRTY (30) DAYS AFTER DELIVERY OF THE DEFECTIVE DEVICE OR PERFORMANCE OF THE DEFICIENT SERVICES OR (II) IF THE CLAIM IS THE RESULT OF THE USE OF ANY THIRD PARTY DEVICE OR SOFTWARE, OR THE ACTIONS OF CLIENT OR A THIRD PARTY. CLIENT HAS SELECTED ALL DEVICES AND SERVICES BASED ON ITS OWN JUDGMENT AND DISCLAIMS ANY RELIANCE ON ANY STATEMENTS OR REPRESENTATIONS MADE BY KONICA MINOLTA. KONICA MINOLTA IS PROVIDING THE DEVICES TO CLIENT "AS-IS".

## 8. LIMIT OF LIABILITY

THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INTERRUPTION OF SERVICES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OR INCREASED EXPENSE OF USE), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR STRICT LIABILITY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR CLIENT'S PAYMENT OBLIGATIONS, THE AGGREGATE LIABILITY OF EACH PARTY UNDER THIS AGREEMENT OR ANY SUPPLEMENT, STATEMENT OF WORK OR ORDER SHALL NOT EXCEED THE TOTAL PAYMENTS MADE BY THE CLIENT (INCLUDING A CLIENT OPERATING IN A COUNTRY OUTSIDE OF THE UNITED STATES) TO THE RESPECTIVE KONICA MINOLTA ENTITY OR AFFILIATE OPERATING IN SUCH COUNTRY IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH LIABILITY.



## 9. COMPUTER SOFTWARE

9.1 Firmware and operating system software (collectively, "Base Software"), software used to maintain the Device and/or diagnose its failures or substandard performance ("Diagnostic Software"), and software that allows Client to interact with the Device ("Application Software") are embedded in, reside on, or may be loaded onto the Device.

9.2 Title to the Diagnostic Software shall at all times remain solely with Konica Minolta, and Client agrees that its acquisition of the Device does not grant it a license or right to use the Diagnostic Software in any manner and that unless separately licensed by Konica Minolta to do so, Client will not use, reproduce, distribute, or disclose the Diagnostic Software for any purpose (or allow third parties to do so).

9.3 Konica Minolta grants Client a non-exclusive, non-sublicensable, and non-transferable limited license to use the Base Software and Application Software within the country where it is sold only on or with the Device with which (or within which) it was delivered. Client has no other rights to the Base Software or Application Software and, in particular, may not: (i) distribute, copy, modify, create derivatives of, decompile or reverse engineer such Software; (ii) activate any Software delivered with or within the Device in an inactivated state; or (iii) allow others to engage in the same or similar conduct. Title to the Base Software and Application Software and all copyrights and other intellectual property rights in it shall at all times reside solely with Konica Minolta. Konica Minolta may terminate Client's license for any Base Software and Application Software (i) immediately if Client no longer uses or possesses the Device or (ii) upon the termination of any lease of the Device.

9.4 An Order, Statement of Work or Supplement may reference third party software, third party software licenses, database subscription rights or associated services (collectively, "Third Party Software") or the Device subject to an Order, Statement of Work or Supplement may include Third Party Software. Konica Minolta has no right, title or interest in the Third Party Software, Konica Minolta is not the purchaser or user of the Third Party Software and Konica Minolta shall not be shown as the owner, purchaser or user thereof for any tax reports, returns or any other reason. Client is responsible for entering into any license and/or other agreement (each, a "Third Party Software License") required by the applicable Third Party Software Supplier or Third Party Software Licensor who may be identified on the applicable Order, Statement of Work or Supplement no later than the commencement date of such Order, Statement of Work or Supplement, and Client will fully comply with such Third Party Software License, if any, throughout the applicable term. Client acknowledges that Konica Minolta is not the owner, developer, designer or licensor of the Third Party Software. The Base Software, Diagnostic Software, Application Software and Third Party Software are collectively referred to in this Agreement as the "Software."

9.5 Notwithstanding any other terms and conditions of this Agreement, Client agrees that as to Software only, Client has selected such Software and, in accordance with Section 7, KONICA MINOLTA MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. NOTWITHSTANDING THE FOREGOING AND ANYTHING TO THE

CONTRARY CONTAINED IN THIS AGREEMENT, KONICA MINOLTA SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY FAILURE TO FUNCTION OR ANY OTHER FAILURE CAUSED BY CLIENT, NON-KONICA MINOLTA THIRD PARTIES, AND/OR CAUSED BY A FORCE MAJEURE EVENT.

## 10. DATA PROTECTION

10.1 Both Parties agree to comply with all applicable laws and regulations on data protection and privacy. Client consents to its contact details being shared with Konica Minolta's Affiliates, including Affiliates in other jurisdictions. As used in this Agreement, "contact details" means: the name of the point of contact, position in the company, company address, e-mail address, and telephone number. Client agrees that it is solely responsible for obtaining the express consent of the individuals concerned or otherwise establishing a legal basis to Process (as hereafter defined) any Personal Data.

10.2 Client represents and warrants that it will not send Konica Minolta any Personal Data to Process unless it first sends Konica Minolta written notice of the Personal Data it wants Konica Minolta to Process, detailed instructions on how Konica Minolta is to Process the Personal Data, and executes Konica Minolta's Data Processing Agreement. As used in this Agreement, "Personal Data" and "Process" shall have the meanings given to them by the EU General Data Protection Regulation. Client agrees to indemnify, defend, and hold Konica Minolta harmless from any damages it may incur as a result of Client's breach of this Section.

## 11. BUSINESS PURPOSE

Client represents and warrants that the Products acquired under this Agreement will be used for business purposes only. Client also represents and warrants that Products will be used directly by Client and will not be made available for resale without the express written consent of Konica Minolta.

## 12. SELLER'S AGENTS

Client understands that no agent, employee, or representative of Konica Minolta has any authority to bind Konica Minolta to any affirmation, promise, representation, or warranty concerning any of the Products, and Client represents and warrants that it has not relied on any such affirmation, promise, representation, or warranty in entering into this Agreement or selecting any of the Products. Unless an affirmation, promise, representation, or warranty is specifically set forth in this Agreement, it does not form a basis of this bargain and shall not be enforceable against Konica Minolta.

## 13. NOTICE

All notices required to be given under this Agreement shall be in writing sent by electronic mail or reliable courier to the Parties as follows:

If to Client:

If to Konica Minolta:

---

City of Turlock	Konica Minolta Business Solutions U.S.A., Inc.
156 S. Broadway, Suite 116, Turlock, CA 95380	101 Williams Drive, Ramsey, NJ 07446
Attn: Luis Machado	Attn: Contract Administration
Email: <a href="mailto:nshowalter@turlock.ca.us">nshowalter@turlock.ca.us</a>	Email: <a href="mailto:MasterAgreements@kmbs.konicaminolta.us">MasterAgreements@kmbs.konicaminolta.us</a>
Telephone: (209) 669-2840	CC: <a href="mailto:Legal@kmbs.konicaminolta.us">Legal@kmbs.konicaminolta.us</a>

#### 14. RISK OF LOSS & INSURANCE

14.1 Upon delivery to Client's designated location, Client shall bear all risk of theft, loss or damage not caused by Konica Minolta to all Products. Client agrees to the filing of any liens and/or UCC security agreements (including UCC-1).

14.2 Client shall maintain in full force throughout the term of this Agreement such policies of insurance in order to satisfy Client's obligations hereunder. Such policies shall also include Konica Minolta as an additional insured and have an AM Best rating of at least A- VIII.

14.3 Konica Minolta shall not commence work under this Agreement until it has obtained Client's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall Konica Minolta allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. Konica Minolta shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Konica Minolta, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to Client.

- a. General Liability Insurance: Konica Minolta shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence, four million dollars (\$4,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse and underground property damage hazards. Such limits may be satisfied using any combination of underlying and excess/umbrella policies. Konica Minolta's general liability policies shall be primary and not seeking contribution from the Client's coverages, and be endorsed using Insurance Services Office form CG 20 10 to provide that Client and its officers, officials, employees, and agents shall be included as additional insureds under such

policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.

- b. Workers' Compensation Insurance: Konica Minolta shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Konica Minolta shall submit to Client, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Client, its officers, agents, employees or volunteers, unless injury or illness, including death, are caused by the negligent acts or omissions of the Client, its officers, agents, employees or volunteers.
- c. Auto Insurance: Konica Minolta shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than two million dollars (\$2,000,000) per accident. Such limits may be satisfied using any combination of underlying and excess/umbrella policies. If Konica Minolta owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.
- d. Cyber Liability Insurance: When applicable, Konica Minolta must carry Cyber Liability Insurance with limits not less than two million dollars (\$2,000,000) per occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Konica Minolta in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
- e. Professional Liability Insurance: When applicable, Konica Minolta shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Effective Date of this Agreement, and Konica Minolta agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.
- f. Deductibles and Self-Insured Retentions: Upon request of Client, any deductibles or self-insured retentions must be declared to and approved by Client. At the option of Client, either: (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Client, its elective and appointive boards, officers, agents, employees, and volunteers; or (ii) Konica Minolta shall provide a financial guarantee satisfactory to Client guaranteeing payment of losses and related investigations, claim administration and defense expenses. Konica Minolta agrees to be solely responsible for any deductibles or self-insured retentions it may maintain. It does not agree to amend the same.

- g. Other Insurance Provisions: The commercial general liability policy shall contain, or be endorsed to contain, the following provisions:
- (1) Client, its elective and appointive boards, officers, agents, employees, and volunteers are to be included as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Konica Minolta, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in this Agreement. General liability coverage can be provided in the form of an endorsement to Konica Minolta's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Professionals Protective Liability policy providing both ongoing operations and completed operations coverage.
  - (2) For any claims related to this project, Konica Minolta's insurance coverage shall be primary insurance as respects Client and any insurance or self-insurance maintained by Client shall be excess of Konica Minolta's insurance and shall not contribute with it.
  - (3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to Client under this Agreement, the insurer, broker/producer, or Konica Minolta shall provide Client with ten (10) days' written notice following such cancellation, non-renewal, or material change.
  - (4) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
- h. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- VII or with an insurer to which the Client has provided prior approval.
- (1) Verification of Coverage: Konica Minolta shall furnish Client with copies of certificates and amendatory endorsements effecting coverage required by this Section 14.3. All certificates and endorsements are to be received and approved by Client before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Konica Minolta's obligation to provide them.
- i. Waiver of Subrogation: With the exception of professional liability, Konica Minolta hereby agrees to waive subrogation which any insurer of Konica Minolta may acquire from Konica Minolta by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of Client for all work performed by Konica Minolta, its agents, employees, independent professionals and subprofessionals, unless such damages, injuries or illnesses (including death) are caused by the negligent acts or omissions of the Client, its officers, agents, employees or volunteers. Konica Minolta

agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

- j. Subprofessionals: Konica Minolta shall include all subprofessionals as insureds under its policies or shall furnish separate certificates and endorsements for each subprofessional. All coverages for subprofessionals shall be subject to all of the requirements stated herein.

#### 14.4 Indemnification.

- a. Indemnity for Professional Liability: When the law establishes a professional standard of care for Konica Minolta's Services, to the fullest extent permitted by law, Konica Minolta shall indemnify, protect, defend, and hold harmless Client and any and all of its elective and appointive boards, officers, officials, agents, employees or volunteers from and against any and all losses, liabilities, damages, costs, and expenses, including reasonable legal counsel's fees and costs, arising out of third party claims of bodily injury, including death, and real or tangible property damage, but only to the extent Konica Minolta (and its subprofessionals) are responsible for such damages, liabilities and costs based on their negligence or greater culpability as determined on a comparative basis of fault between Konica Minolta (and its subprofessionals) and the Client in the performance of professional Services under this Agreement. Konica Minolta shall not be obligated to defend or indemnify Client for Client's own negligence or greater culpability or for the negligence or greater culpability of others.
- b. Indemnity For Other Than Professional Liability: Other than in the performance of professional Services and to the full extent permitted by law, Konica Minolta shall indemnify, defend, and hold harmless Client and any and all of its elective and appointive boards, officers, officials, agents, employees or volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including reasonable legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), arising out of third party claims of bodily injury, including death, and real or tangible property damage, to the extent proximately caused, as determined by a court of competent jurisdiction in a final adjudication, by the negligence or greater culpability of Konica Minolta or by any individual or agency for which Konica Minolta is legally liable, including, but not limited to, officers, agents, employees, or subprofessionals of Konica Minolta.
- c. Konica Minolta's indemnification and defense obligations are expressly conditioned on Client providing Konica Minolta prompt written notice of the claim, granting Konica Minolta sole control of the defense and settlement of the claim, and cooperating with Konica Minolta in the defense of the claim.

## 15. CONFIDENTIALITY

15.1 “Confidential Information” means any information provided by the disclosing Party (the “Disclosing Party”) to the receiving Party (“Receiving Party”) in tangible or intangible form; provided, that such information is conspicuously marked “Confidential”. The existence of this Agreement and any Statement of Work, the relationship between the Parties, and the Client’s selection of Products and their performance shall be “Konica Minolta Confidential Information” regardless of whether they are marked “Confidential.”

15.2 Each Party shall protect the Confidential Information of the other Party against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own Confidential Information of a similar nature, the same being at least a reasonable degree of care. Konica Minolta and Client shall not at any time, or in any manner, either directly or indirectly, divulge, disclose or communicate the other Party’s Confidential Information to any third party.

15.3 Confidential Information may be disclosed by the Receiving Party to its employees, Affiliates and professional advisers where such disclosure is necessary to perform its obligations under this Agreement; provided that the recipient is advised of the Receiving Party’s confidentiality obligations and agrees to maintain the confidentiality of the Confidential Information received.

15.4 The obligations set out in this Section shall not apply to Confidential Information which the Receiving Party can demonstrate:

- is or has become publicly known other than through breach of this Section;
- was in possession of the Receiving Party prior to disclosure by the Disclosing Party;
- was received by the Receiving Party from an independent third party who has full right of disclosure;
- was independently developed by the Receiving Party; or
- was required to be disclosed by governmental authority, provided that the Party subject to such requirement to disclose gives the other Party prompt written notice of the requirement, if legally permitted.

15.5 All Confidential Information shall remain the exclusive property of the Disclosing Party. The Disclosing Party’s disclosure of Confidential Information shall not constitute an express or implied grant to the Receiving Party of any license or other rights to or under the Disclosing Party’s patents, copyrights, trade secrets, trademarks or other intellectual property rights.

## 16. PUBLICITY

Konica Minolta may make press releases or other announcements which may include Client name, trademarks, service marks, logos or quotes (“Marketing Material”). Konica Minolta shall consult with Client before releasing any such Marketing Material. Client shall provide Konica Minolta with written consent, within five (5) business days for the approval of any Marketing Material. If Konica Minolta has not received the written consent within such consent timeframe, the Marketing Material shall be deemed accepted by the Client as submitted.

## 17. GOVERNING LAW AND VENUE

This Agreement shall be interpreted, construed and governed according to the laws of the State of California, and venue for all actions arising from or related to this Agreement shall be in a State or Federal court in the State of California. Client hereby waives the right to jury trial.

## 18. FORCE MAJEURE

Neither Party shall be responsible for delays or failure in performance of this Agreement (other than failure to make payment) to the extent that such Party was hindered in its performance by any act of God, labor dispute or any other occurrence beyond its reasonable control.

## 19. WAIVER AND SEVERABILITY

Failure by either Party to enforce any provision of this Agreement or failure to exercise those rights or elections provided for herein, shall in no way be considered a waiver of such provisions, rights or elections, or in any way impact that Party's right to later enforce or exercise the same or other provisions, rights or elections, it may have under this Agreement. If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not impact the validity and enforceability of the remaining provisions of this Agreement.

## 20. ORIGINAL DOCUMENT

Facsimile or electronic signatures shall be accepted as original signatures and this Agreement, and any document created pursuant to this Agreement, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. Neither Party shall raise any objection to the authenticity of this Agreement nor any document created hereunder, based on either the use of a facsimile signature or the use of a copy retrieved from an electronic storage system.

## 21. ENTIRE AGREEMENT

21.1 This is the entire Agreement between Client and Konica Minolta. This Agreement supersedes any proposal, oral or written, or any other communications relating to Products purchased or Services rendered under this Agreement. Should it be determined that a pre-existing agreement was entered into between Konica Minolta and Client (including any Client Affiliates or subsidiaries), then the terms of any orders placed under said agreement shall not be affected by this Agreement. Any purchase order or other Client documentation issued to Konica Minolta covering the Products or Services are issued for Client's internal use only. Any terms and conditions contained in any such Client purchase order or other documentation shall not modify or add to the terms and conditions of this Agreement. Client may not assign this Agreement without Konica Minolta's express written consent. Konica Minolta may assign, without notice to Client, any of its rights, but not its obligations, under this Agreement.



21.2 This Agreement does not contemplate leasing. Should Client elect to lease Products and Services, any such lease will be governed by a separate and standalone lease agreement.

21.3 Except for the routine updating of the Price Catalog, this Agreement may not be modified, discharged or released except by an instrument in writing signed by a duly authorized representative of each Party. This Agreement will not be effective until accepted by an authorized representative of Konica Minolta. Notice of acceptance is hereby waived by Client.

21.4 In the event of any conflict between the terms of this Agreement, the attached Exhibits and any mutually agreed to Supplements, the terms of the Exhibits and Supplements shall control. In the event of a conflict between the terms of this Agreement and any End User License Agreement with a party other than Konica Minolta, the terms of that End User License Agreement shall control but only with regard to that third party.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives on the dates set forth below.

**City of Turlock**

**Konica Minolta Business Solutions U.S.A., Inc.**

Signature: \_\_\_\_\_  
Name: Reagan M. Wilson  
Title: City Manager  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: _____	Signature: _____
Name: Nick Showalter	Name: Julie Christel
Title: IT Director	Title: City Clerk
Date: _____	Date: _____
Signature: _____	
Name: George A. Petrulakis	
Title: City Attorney	
Date: _____	

## Exhibit 1

### Intelligent Information Management Supplement

In addition to the general terms of the Agreement, the following supplemental terms apply for Intelligent Information Management Services that we provide to you. In this Supplement, "Software" means third party Software. "Service(s)" means Software Maintenance, Software Support Services and Professional Services. "Deliverable" means Software together with Services. "SDC" means each software development company or other licensor that has granted to you the right to use the Software. Should the terms of this Supplement conflict with those of the general terms of the Agreement, the terms of this Supplement will control.

**1. Additional Defined Terms:** For purposes of this Supplement, each of the following terms will have the meaning indicated herein:

- a. "Business Hours" means 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, exclusive of Holidays.
- b. "Client Derivative Work" means any work based upon any computer Software or other work of authorship owned by Client, such as a revision, modification, translation, abridgement, condensation, expansion, or any other form in which such Software or other work of authorship may be recast, transformed, or adapted, and that, if prepared without authorization of the owner of the copyright in the Software or other work of authorship, would constitute a copyright infringement.
- c. "Error" means any defect or condition inherent in the Software that causes the Software to fail to perform in accordance with the then current Documentation provided by the SDC.
- d. "EULA" means each Software license agreement under which you have been granted the right by the applicable SDC to use the Software.
- e. "Holidays" means Saturday, Sunday and any holidays observed by Konica Minolta.
- f. "Professional Services" means all services provided by Konica Minolta's IIM division to you under any Statement of Work.
- g. "Software Maintenance" means assistance in the correction of Errors encountered by you related specifically to bugs or enhancements to the Software, and delivery to you (but not installation) of Upgrades and Enhancements.
- h. "Software Support Services" means services (other than Software Maintenance) to assist you in the use of

the Software, including assistance in resolving problems encountered by you in the use of the Software, installation of Upgrades and Enhancements, responding to your questions regarding the use of the Software, and assisting you in augmenting your use of the Software, by, for example, adding new document types, applications, or indexing capabilities. Software Support Services do not include any alteration, modification or reconfiguration of the Software.

- i. "Test Period" has the meaning stated in Section 8 below.
- j. "Upgrades and Enhancements" means all new versions, improvements, modifications, upgrades, updates, and additions to the Software that SDC commercially releases to its end users generally to correct deficiencies or to enhance the capabilities of the Software; provided, however, that the foregoing will not include new, separate product offerings, new modules, re-platformed Software, or new functionality.
- k. "Work Product" has the meaning stated in Section 10.b below.

**2. Statement of Work:** All Deliverables provided by us under this Agreement will be documented in a SOW signed by authorized representatives of both parties. We will be paid for Deliverables, and reimbursed for expenses related thereto, in accordance with the terms contained in the SOW. Either you or we may request a change to the scope of the Deliverables to be rendered in a SOW. No change will be effective until agreed to in writing by both of us except as may otherwise be provided in any SOW. All agreed upon changes in Deliverables will be set forth in writing.

**3. Your obligations:** You agree to accurately and in a timely manner (i) deliver any and all

necessary information required by us for the performance of the Services and (ii) generally cooperate with us in the delivery of the Services. You will afford us sufficient time to complete the performance of our obligations which are dependent upon your prior performance of a task or obligation. You shall be responsible for the proper maintenance, use and operation of the Deliverables and for compliance with all applicable laws and regulations in the jurisdiction where the Deliverables are used.

**4. Place of Work; Access:** We will determine the place at which the Services will be performed. Should we notify you that any of the Services are to be performed at your facility, then you will provide access to our personnel to each such facility and all relevant systems, equipment, data, documentation and your personnel during your normal business hours, as well as suitable working space for us. We will provide collaborative communication tools for remote access to your system. If you prefer to use your own communication tools, you will provide the tool and access to us at your expense. We will comply with any and all commercially reasonable security measures of which you make us aware in advance with respect to such access, which may include restricting access to confidential or proprietary systems or information. We shall comply with all license requirements of the materials and shall install the materials according to such licenses only. Updates, upgrades or other enhancements which are provided by the manufacturer of the materials shall not be our responsibility. Unless specifically agreed to by the Parties, we shall not be responsible for the installation of any network and electrical cabling and connectors required for operation and installation of the hardware and Software. We shall inform you in advance of any special wiring or cabling required.

**5. Fees and Costs:** You agree to pay the full invoiced amount of Software Maintenance Fees prior to the start of Services. Late payments may require a reinstatement fee up to 20% of the annual amount to re-instate the Service and upgrade assurance. The annual Software Maintenance Fees are subject to increase, upon renewal of the annual Software Maintenance term, at the sole discretion of the Software owner. Additional extended Software Support fees may apply. We will provide notice of any such increase to you as soon as so notified by the Software owner. Your ability to decommission licenses, users, or swap licenses, with a corresponding adjustment of the Software license fee and associated maintenance cost, is subject exclusively to the Software owner's policies and pricing. We will request on your behalf that such

changes be made but approval is at the Software owner's sole discretion. In the event the Parties renew the term of a Hosting or Subscription SOW issued pursuant to this Supplement, we shall provide an estimation of the Fees to be charged during the renewal term. We shall provide notice of any such increase to you promptly.

**6. Estimates and Expenses:** Estimates of project fees in a SOW are not guaranteed. We will notify you as soon as possible if an estimate is likely to be exceeded, and you may thereupon terminate the SOW, effective forty-eight (48) hours after written notice of such termination is given to us, and pay only for Services rendered and expenses actually incurred up to the date of termination. You agree to reimburse us for all reasonable expenses incurred by us in connection with the performance of Services under this Agreement, including travel expenses such as airfare, car rental, lodging and meals. To the extent we provide on-site Services and you cancel any scheduled appointments or Service delivery date less than five (5) business days prior to the scheduled date, you agree to pay twenty-five percent (25%) of our prevailing per diem labor rate for the affected personnel.

**7. Progress Reports and Milestones:** We will report to you the progress of the Services, including meeting any milestones, and completing the tasks for the Services. Unless otherwise agreed by the Parties in writing, such progress reports will be prepared at weekly intervals and include a reasonably detailed summary of accomplishments, difficulties, potential or actual slippage in meeting deadlines, completion of budgeted tasks, hours worked by us, tasks in progress and any non-compliance by you or us with the terms of the applicable Statement of Work. Either Party may propose meetings as necessary and at reasonable intervals to discuss progress on completing the professional Services. Each Party will use commercially reasonable efforts to prepare for and attend each meeting at the agreed upon time and location.

**8. Acceptance:** When we provide you with a Deliverable pursuant to a SOW, you will have thirty (30) days from the date of receipt (or such longer period as may be set forth in the applicable SOW) to evaluate, review and test such Deliverable ("Test Period") in accordance with the specifications and test criteria set forth in the applicable SOW. In the event that you believe that a Deliverable does not conform in any material respect to the specifications or the test criteria set forth in the applicable SOW, then you will notify us in writing within the Test Period, setting forth

in reasonable detail the reason why you believe that such Deliverable does not conform. You will identify all non-conformities within a single written notice of rejection, unless non-conformity prevents you from evaluating, reviewing and testing the Software. You may reject a Deliverable for its material failure to conform to either the specifications or test criteria set forth in the applicable SOW. Further, if we have not received a written notice of rejection of a Deliverable within the Test Period, then such Deliverable will be deemed to be accepted by you. If you send us written notice of rejection of a Deliverable within the Test Period, then we will have thirty (30) days from the date of receipt of a written notice of rejection to either (i) correct the non-conformities that you identify in the written notice, or (ii) develop a mutually agreeable plan to correct the non-conformities within an agreed period of time not less than thirty (30) days. We will use commercially reasonable efforts to correct such non-conformities and, upon correction, we will resubmit the corrected Deliverable to you for evaluation, review, and testing and the procedure set forth above will be repeated. Such procedure will continue until the earlier of (i) the expiration of the Test Period without delivery of a written notice of rejection by you, or (ii) the date written notice of acceptance is delivered to us by you.

**9. Obligations upon Termination:** Either Party may terminate this Agreement without cause by giving the other Party at least ninety (90) days' notice. Either Party may terminate this Agreement if the other Party fails to cure a breach of any term or condition stated herein within thirty (30) days of written notice of such breach. Upon the expiration or termination of this Agreement for any reason, all amounts not disputed in good faith that you owe to us for work performed prior to the date of such expiration or termination shall be immediately due and payable. Without waiver of our rights under this Agreement we may, in lieu of termination, elect to suspend performance of the Services, in which event the due date of any of our invoices shall be accelerated so that they become due and payable immediately.

**10. Intellectual Property:**

- a. Except as otherwise set forth in Section 10.b below, each Party shall retain all ownership and intellectual property rights in and to its own tangible and intangible property, whether or not supplied to the other in connection with the Services, and nothing in this Agreement or any SOW shall be construed to give either Party any right to the other Party's property absent an express grant of such right herein. Any of your data that we insert into any

Software or custom-developed application for purposes of providing Services under this Agreement shall remain your sole property; provided that such Software or custom-developed application shall remain the property of the Software maker or the application developer, as the case may be. You may use such Software or application in accordance with the terms of this Agreement and the EULA applicable to the Software or application. We represent and warrant that we have obtained all licenses necessary to use and sub-license third party intellectual property for purposes of this Agreement.

- b. **Ownership of Work Product.** All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, or works of authorship conceived, developed or created by us or our personnel during the course of performing Services for you and/or embodied in any Software, Documentation or other item delivered by us to you (other than third party Software and/or Documentation that is expressly licensed to you and other than any of your Derivative Work), whether conceived, developed and/or written before or after the date of this Agreement (collectively, the "Work Product"), will belong exclusively to us, and any and all right, title and interest that you may have in any and all Work Product is hereby assigned by you to us. The rights so assigned to us include, but are not limited to (i) all intellectual property rights owned or claimed by you embodied in the Work Product, or any portion of the Work Product; and (ii) all rights held by a copyright holder under applicable law. Upon our request, you will take such further actions, and will cause your personnel to take such further actions, including execution and delivery of instruments of conveyance, as may be appropriate to further document or effectuate the foregoing. Notwithstanding anything to the contrary in this Section 10.b, you shall own all right, title and interest in and to any custom software code that we develop exclusively for you hereunder.

**11. Compensation for Hiring other Party's Employees:** During the term of this Agreement and for twelve (12) months thereafter, if either Party hires (whether as an employee, independent contractor or otherwise) any employee of the other Party (or ex-employee within six (6) months of such employee's termination of employment) who was directly involved

in the provision of Services hereunder, the hiring Party shall pay to the other Party as reasonable compensation for the loss of the employee the sum of fifty thousand dollars (\$50,000).

## Software Support Addendum

This Software Support Addendum sets forth the terms and conditions under which we will provide professional Services or general support Services (including without limitation consulting Services, installation Services, integration Services, configuration Services, custom development, and/or project management) with respect to your licensed Software.

1. If Software Maintenance is contracted under this Agreement we will provide Software Maintenance for the Software licensed under this Agreement. If you subscribe to Services with respect to a particular licensed Software, and so long as you are not in default under this Agreement, we will provide technical support for Software during Business Hours. As used in this Software Support Addendum, Business Hours shall be from 8:00 a.m. through 8:00 p.m. Pacific Time.

2. The term "Request for Services" means a request for Services, in the form of a written request, via telephone or email, setting forth a detailed description of the Services being requested, including, but not limited to, the scope, goals and objectives of the Services, and a timeline for completion of the Services. Request for Services can be emailed to [iim.support@kmbs.konicaminolta.us](mailto:iim.support@kmbs.konicaminolta.us).

3. Technical support shall consist of telephone or email response to you within four (4) Business Hours of your request. If you require technical support outside of Business Hours, such Services shall be performed at our hourly rates listed in the SOW or as may be agreed to by the Parties. We will first attempt to resolve any problem by telephone. At the time of the call, we will notify you in the case of a billable call, such as after-hours support. We will next attempt to resolve the problem remotely.

4. Upon your purchase of Software Maintenance, and so long as you are not in default under the payment terms applicable to the Assured Licensed Software, Services can be provided. Services cannot be provided where Software Maintenance is not in good standing with the SDC.

5. WE SHALL HAVE NO LIABILITY FOR LOSS OF CLIENT DATA, IT BEING UNDERSTOOD THAT YOU SHALL BE SOLELY RESPONSIBLE FOR ALL NECESSARY BACKUP AND DATA SECURITY, UNLESS SUCH LOSS IS CAUSED BY OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. You acknowledge and agree that you are solely responsible (i) for the day-to-day operation, supervision, management and control of the Software, including, but not limited to, providing training for your personnel, instituting appropriate security procedures and implementing reasonable procedures to examine and verify all output before use; and (ii) for your data, your database, and for maintaining suitable backups of the data and database to prevent data loss if hardware or Software malfunctions. Except to the extent caused by our gross negligence or willful misconduct, we shall have no responsibility or liability for your selection or use of any hardware, systems, the Software or any other third party Software.

6. If remote support is contracted hereunder, such support will be provided via our Help Desk as further described in the Help Desk & Training Addendum.

## Help Desk & Training Addendum

1. You agree to maintain at a minimum one certified System Administrator who will be the primary contact for our Help Desk. If at any time the System Administrator is no longer employed by you or their duties no longer include support of the IIM solution, Help Desk support may be billable until the training requirement has been met by the new System Administrator.
2. We may offer system administration Services to you if do not have system administration capabilities. These Services are provided by the Help Desk and can be provided on an ad hoc basis. The Parties will execute a separate agreement detailing the terms. These Services can be provided on the following basis:
  - a. Annual System Administration Services Agreement: Normally, X hours per month, paid annually as part of the maintenance renewal; or
  - b. Pre-paid block of support hours to be used as needed.
3. **Help Desk Support:** We will provide you with telephone help desk support to those certified by the SDCs or by us directly. Help Desk support extends to questions relating to features, functionality, troubleshooting, errors, bugs and general subjects and issues that the System Administrator is working with that may be affecting end-users.
4. Upgrades, database related issues, scripting, custom programs, integration to host applications, enhancements, topics related to new projects, consulting, training, reconfigurations, on-site support, end-user calls or calls from non-certified individuals are not included in Help Desk support. We provide an avenue for these items to be funded through (i) pre-paid block of hours, (ii) on a time and materials basis or (iii) staff augmentation. Pre-paid blocks of hours are purchased and used under the terms set forth in the general terms and conditions.
5. If it is determined that the Help Desk privilege is being used excessively, we will meet with you and determine a course of action that may require additional training, on-site Services or termination of the Help Desk Services.

## Software Maintenance Addendum

This Software Maintenance Addendum sets forth the terms and conditions under which we will provide maintenance and technical support services for your licensed Software, including the delivery of Upgrades and Enhancements from the Software Development Company.

### **Software Maintenance.**

**1. Generally:** Upon your purchase of Software Maintenance with respect to a licensed Software (an "Assured Licensed Software"), and so long as you are not in default under the payment terms applicable to the Assured Licensed Software, Services can be provided. Services cannot be provided where Software Maintenance is not in good standing with the SDC. We shall: (i) use commercially reasonable efforts to correct any properly reported Error(s) in the Software reported in accordance with our current policies for the reporting of Errors, and which are confirmed by the SDC, in the exercise of its commercially reasonable judgment; (ii) use its commercially reasonable efforts to correct any properly reported defect(s) (non-conformity to functional specifications mutually agreed upon by us and you) in any configurations of the modules of the Software that are created by us or any integrations of the Software with other applications, Software or hardware that are configured or created by us, which are confirmed by us, in the exercise of our commercially reasonable judgment; and (iii) upon your request, provide technical support, assistance and advice related to the operation and use of the Software by you, or any problems with any of the foregoing.

**2.** You will report Errors in the Software as set forth in the support guide attached hereto as Exhibit A.

**3.** You may also have the option of contacting the Software manufacturer directly in some cases. Additional charges may apply. If you opt to call the manufacturer directly, any and all charges will be billed to you either through the manufacturer at the time of the engagement or through us, subsequent to the engagement.

**4. Exclusions:** We are not responsible for providing, and are not obligated to provide, Software Maintenance or Upgrades and Enhancements under this Addendum: (i) in connection with any Errors or problems that result in whole or in part from any alteration, revision, change, enhancement or modification of any nature of the Software, including

any configuration of modules of the Software that was not undertaken by us or SDC or authorized in writing in advance by SDC; (ii) in connection with any Error if we (directly or through SDC) have previously provided corrections for such Error, which correction you choose not to implement; (iii) in connection with any Errors or problems that have been caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in the database, operating system, third party Software (other than third party Software bundled with the Software by SDC), hardware or any system or networking utilized by you; (iv) if the Software or related Software or systems have been subjected to abuse, misuse, improper handling, accident or neglect; or (v) if any party other than us or the SDC has provided any Services in the nature of Software Maintenance to you with respect to the Software.

**5. Delivery of Software Updates:** Delivery of Software updates, patches and upgrades will be electronic only.

**6. Upgrades and Enhancements:** We will provide to you, in accordance with the SDC's then current policies, all Upgrades and Enhancements to the Software released by the SDC during the term of this Addendum. You acknowledge and agree that the SDC has the right, at any time, to change the specifications and operating characteristics of the Software and the SDC's policies respecting Upgrades and Enhancements and the release thereof to its end users. Any Upgrades and Enhancements to the Software and Documentation shall remain proprietary to the SDC and the sole and exclusive property of the SDC, and shall be subject to all of the restrictions, limitations and protections of the EULA. All applicable rights to patents, copyrights, trademarks, other intellectual property rights, applications for any of the foregoing and trade secrets in the Software and Documentation and any Upgrades and Enhancements are and shall remain the exclusive property of the SDC.

**7. Improper Software Use:** Neither we nor the SDC are responsible for providing, and are not obligated to provide, Support Services or Upgrades and Enhancements under this Addendum if: (i) the



Software has been altered, revised, changed, enhanced or modified in any manner that was not authorized in writing in advance by the SDC; (ii) the Error is caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in the database, operating system, third party Software (other than third party Software bundled with the Software by the SDC), hardware or any system or networking utilized by you; (iii) the Software has been subjected to abuse, misuse, improper handling, accident or neglect; or (iv) any party other than us or the SDC has provided any Services in the nature of Support Services to you with respect to the Software.

**8. Software Maintenance Fees and Payment**

**Terms:** You will pay us annual Software Maintenance fees identified in this Addendum (“Annual Software Maintenance Fees”). We will not have any obligation under this Addendum until receipt of payment has occurred for the designated period. The start date of Service will always be rounded forwards or backwards to the first of a month and hereafter be known as the anniversary date. We will invoice you for subsequent Annual Software Maintenance Fees at least forty-five (45) days prior to the anniversary date. In the event that add-on licenses are purchased for an existing Product group during a covered Software Maintenance period, the Annual Software Maintenance Fees will be amortized to the established anniversary date. If a Product is added for what is considered to be part of a new Product group, the Annual Software Maintenance Fees to be added will be computed by adding the period to the anniversary date plus one year. In no event, will you be invoiced for Software Maintenance on a module or seat more than once per year and we will always work with the multiple SDC’s listed in this Addendum to have all Annual Software Maintenance Fees be coterminous.

**9. Software Maintenance Start Date:** The start date is defined by the SDC. Unless otherwise specifically agreed to, the date the Software was purchased will be used to set the start date. The start date of Service will always be rounded forwards or backwards to the first of a month and hereafter be known as the anniversary date.

**10. Annual Increases:** The Annual Software Maintenance Fees are subject to increase, upon renewal of the annual Software Maintenance term, at the sole discretion of the SDC. We shall provide notice of any such increase to you as soon as so notified by the SDC.

**11. Term, Renewal and Termination:** Subject to the early termination provisions of this Section, the initial term of Service under this Supplement commences on the first day of the month closest to the date the Software licenses are installed or delivered and expires on the first anniversary of that date. Service will automatically renew for additional one (1) year terms unless it is terminated in accordance with this Section, and are non-refundable.

**12. For Convenience:** Either Party may terminate this Service at any time, for any reason or for no reason, upon not less than ninety (90) days’ advance written notice to the other Party.

**13. For Cause:** Either Party will notify the other Party (as the “Breaching Party”) in writing of any breach of this Addendum specifying the nature of the breach. If the Breaching Party has not cured the breach within thirty (30) business days’ after receipt of written notice, the other Party will be entitled, in addition to any other rights it may have under this Addendum, or otherwise at law or in equity, to terminate this Addendum.

**14. Non-Renewal:** You may elect not to renew this Addendum by providing written notice to us no less than sixty (60) days before the end of the then-current term. If notice is not received, then Service under this Addendum will automatically renew on the expiration date.

**15. Automatic Termination:** Your access to Software terminates automatically, without any other or further action by either Party, immediately upon any termination of the EULA or in the case where the version of the Software that is currently installed by you is no longer a supported version by the SDC. For the avoidance of doubt, termination of your access to one Software covered by this Addendum shall not affect your access to, or license to use, any other Software covered under this Addendum to the extent the EULA for such other Software has not been terminated or such other Software remains at SDC’s then-supported version(s).

**16.** We may give written notice to you of any breach by you or other failure by you to comply with any material term or condition of the EULA or this Addendum, specifying the nature of the breach or non-compliance and requiring you to cure the breach or non-compliance. In addition to any other rights we may have under this Addendum, we may terminate this Addendum if, in the case of non-payment, any breach of the EULA or any breach of this Addendum, you have not cured the breach or non-compliance

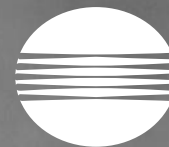
within thirty (30) business days after receipt of the written notice.

**17.** If this Addendum is terminated by you for convenience or by us for cause, you must pay us for: (i) all Software Maintenance provided on a time and materials basis on or prior to the effective date of termination; (ii) all Annual Software Maintenance Fees past due with respect to any period occurring prior to the effective date of termination; and (iii) all incidental costs and expenses incurred by us at any time on or prior to the effective date of termination and previously approved by you in writing.

**18.** If this Addendum is terminated, your Software Maintenance will remain in place until the end of the then-current term with SDC. Software Maintenance Fees are an annual commitment with the SDC and will not be refunded.

**19.** The termination of this Addendum will not discharge or otherwise affect any obligations of either Party existing under this Addendum before, or at the time of termination. The provisions of this Addendum which by their nature extend beyond the termination of this Addendum will survive and remain in effect until all obligations are satisfied.

**20. Payment Remit Date and Late Payment:** You will pay all invoices for Annual Software Maintenance Fees for the upcoming year in full on or before the last day of the then-current term of this Addendum. You will pay the invoice for the Annual Software Maintenance Fees for the period prior to the anniversary date occurring. Late payments may require a reinstatement fee up to twenty percent (20%) of the annual amount to re-instate the Service and upgrade assurance.



KONICA MINOLTA

# ECM SUPPORT GUIDE

TECHNICAL SUPPORT

## CONTENTS

DOCUMENT PROPERTIES	3
CONTACTING US	4
KONICA MINOLTA SUPPORT EXPECTATIONS	6
KONICA MINOLTA AVAILABILITY	8
CUSTOMER EXPECTATIONS	9
UPGRADES AND CHANGES	10
KNOWLEDGE-BASE LINKS	10

# DOCUMENT PROPERTIES

## ATTRIBUTES

<b>DOCUMENT TYPE:</b>	Konica Minolta ECM Support Guide
<b>CURRENT VERSION:</b>	August 6, 2019
<b>RESPONSIBLE GROUP:</b>	KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC. Business Intelligence Services, Enterprise Content Management - Professional Services
<b>PREPARED FOR:</b>	
<b>LAST UPDATED:</b>	August 6, 2019
<b>ALL INQUIRIES REGARDING THIS DOCUMENT SHOULD BE DIRECTED TO:</b>	BRYAN LEE ECM Help Desk Manager (208) 514-1195 BDLee@kmb.konicaminolta.us

### PROPRIETARY AND CONFIDENTIAL INFORMATION

The enclosed materials are proprietary to KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC., hereafter referred to as Konica Minolta. Konica Minolta reserves the right, title and interest to such materials. The terms, conditions, and information set forth herein are confidential to Konica Minolta and may not be disclosed in any manner to any person other than the addressee, together with its officers, employees, and agents who are directly responsible for evaluating the contents of these materials for the limited purpose intended. These materials may not be used in any manner other than for such limited purpose. Any unauthorized disclosure, use, reproduction, or transmission is expressly prohibited without the prior written consent of Konica Minolta.

# CONTACTING US



**MAIN SUPPORT LINE**  
(800) 362-8772 (option #1)  
8:00 am – 8:00 pm ET



**MAIN SUPPORT EMAIL**  
ecm.support@kmb.s.konicaminolta.us  
available 24/7 for incident submission

---

## INTRODUCTION

The Konica Minolta Technical Support Team assists its customers who use, install or develop the solution provided by Konica Minolta. This document defines expectations between the Support Team and its customers, and will be circulated amongst clients in good account standing and who have signed a software maintenance contract.

Additionally, it will be used to ensure the Technical Support Team is held to set standards to provide a guideline of information and expectations. This document defines the following:

- Contact Information
- When to engage the support team
- How to report an incident
- How to define issue severity
- Responsibilities (our support team and our customers)
- Hours of operation

*Disclaimer: This support guide does not replace the Software Maintenance Agreement. This document merely outlines Konica Minolta support best practices and support policy expectations.*

## TERMINOLOGY DEFINITIONS

**Konica Minolta Solution:** All software and hardware configured by Konica Minolta ECM Professional Services.

**Supported:** Any solution configured in a production or non-production environment that has been transitioned to Support. Other activities will still be supported but may trigger fee-based resource activity. See further detail below.

**Best Practice:** Methods and techniques that have consistently shown results superior than those achieved by other means, and which are used as benchmarks to strive for. Best practices are only recommendations and may not be the best solutions for all systems. Careful consideration on the impact of any changes to a system should be analyzed before implementation.

**Response:** Any attempt made by the client or Konica Minolta support representative to address an incident. This includes phone, email, or on-site discussions.

**Supported Systems:** Any software or hardware purchased by client from Konica Minolta where a valid maintenance agreement exists.

**SCR:** An SCR is opened to resolve a software defect or request an enhancement to the software.

**Emergency:** A Severity 1 or 2 issue that requires immediate attention due to impact to the customer's business processes.

**Team Lead:** Internal Konica Minolta escalation point with a high level of knowledge. This person is often engaged to provide additional troubleshooting steps for high severity issues.

**Account Manager:** An assigned Konica Minolta resource available free of charge to serve as customer advocate, helping investigate possible solutions for efficiency and cost savings. Account Managers specialize in:

- Strategic planning
- Consultative assistance for short-term solutions and long-term road maps
- Knowledge of new products and functionality
- Gathering estimates and pricing information for solution enhancements

**Network:** A system of computers, peripherals, terminals, and databases connected by communication lines.

**Production Environment:** The system or systems being utilized by workers for the sake of conducting day-to-day business operations for a company. This is commonly referred to as "PROD".

**Non-Production Environment:** The system or systems being used to evaluate new configurations to implement into the Production environment. This is commonly referred to as "TEST".

**Incident:** Any break/fix problem that is created and tracked by an Konica Minolta Support team member which was reported by a client.

# KONICA MINOLTA SUPPORT EXPECTATIONS



## SUPPORTED ITEMS

**Software:** Any software that has a current support and/or maintenance contract associated with it.

**Hardware:** Konica Minolta Support is available to troubleshoot hardware associated with the provided Konica Minolta Solution in an attempt to determine root cause of an issue. See (right) definition of support activities and scope included.

## GOALS

Konica Minolta's technical support philosophy is one that strives to provide your organization with the support services you need to maximize the benefits of your overall solution purchase. Konica Minolta's support programs are designed to ensure your needs are met in a timely and efficient manner.

- Proactive follow-up on all open incidents in a reasonable amount of time based on Severity (see page 7).

## RESPONSE TIMEFRAMES

Response time is determined only after the problem has been properly received through Konica Minolta's error reporting procedure and categorized into one of three levels

- Respond to Severity 1 issues within one (1) working hour.
- Respond to Severity 2 issues within four (4) working hours and use best efforts to restore.
- Respond to Severity 3 issues within working day, will provide fixes within a reasonable time and will inform the Client when fixes will be provided.

## ISSUE PRIORITIZATION

Support calls are prioritized on two criteria:

- The severity of the issue against other client software solutions in production.
- The order in which they are received. Customer emergencies always take precedence over non-emergencies.



## SEVERITY DEFINITION

**SEVERITY 1:** Complete system failure and/or critical business function failure. The supported solution is completely unavailable for all critical business units. Only a Production incident can be classified this severely. The goal is to resolve these issues as soon as possible.

Example: All users are unable to access the Konica Minolta solution.

**SEVERITY 2:** No system failure, but the Client's users are unable to access or execute critical system functions. The supported solution is intermittently unavailable for all users, or there is serious performance degradation to the point where the system is unusable. Single user issues can be escalated to this severity if the issue is preventing a critical business function. Only a Production incident can be classified this severely. The goal is to use best efforts to restore.

Example: Web client users attempt to retrieve documents receive an error message. Users with access to the Thick Client are still able to access documents.

**SEVERITY 3:** Application not performing per documentation, but the Client's users can perform basic job functions with alternate procedures. Non-Production environment (TEST) incidents are classified with this severity rating. Konica Minolta will provide fixes within a reasonable time and will inform the Client when fixes will be provided.

## CLARIFYING SUPPORT ACTIVITIES

The purpose of this section is to solidify the activities of the Support Team. The following assumes that the customer is in good standing with software maintenance. If maintenance is not active or a mutually agreed upon plan to activate maintenance is not in place, then all activity pertaining to this software is a billable event. If the customer has never purchased this software, then the responsibility to address the question or issue is held with the Konica Minolta Sales team. Incidents requiring additional fee-based resources will be coordinated by the client's Account Manager. Konica Minolta Support will spend a reasonable amount of time triaging the issue(s) to determine the root cause and report to the customer regarding whether the incident can be covered under normal support or if the work will require additional fee-based resources.

Included activities (per the "Support Guide" and "Maintenance Agreement"):

- Software defects that surface in the form of an error message and/or resulting in either a data integrity and/or data loss issue.
- Production issue is being experienced and a specific error message is being displayed.
- Non-Production issue is being experienced and a specific error message is being displayed.
- Published documentation contradicts actual behavior of the software (not to be confused with cases where documentation does not exist).

Conditions that can cause the activity to involve fee-based resources:

- Error message is determined to be related to system performance (network, database, resources, etc.).
- Error message is determined to be related to an external application or system (Windows Operating System, Hardware, 3rd party application).
- Workflow, WorkView, or API solution will need to be modified to achieve desired results.
- The work was at one point in time accepted by the customer (sign off sheet) and now the work is required to be changed, or changes are requested by the customer.
- Consulting, how to, and training type questions
  - o Customer is inquiring how to design, create or configure a new solution for specific business problems.
  - o Customer is asking Konica Minolta to explain how a particular software component functions, when documentation is typically available online.
  - o Customer is encouraged to utilize readily available online resources to receive documentation, review blog posts, etc.

# KONICA MINOLTA AVAILABILITY

## STANDARD HOURS OF OPERATION



Maintenance and Support Services will be available during the hours of **8 a.m. to 8 p.m., Eastern Time, Monday through Friday, excluding holidays.**

## HOW TO REPORT AN ISSUE



During normal business hours Konica Minolta Support is available by phone at: **800-362-8772** (option #1), or



email at: **[ecm.support@kmbs.konicaminolta.us](mailto:ecm.support@kmbs.konicaminolta.us)**. Issues can be submitted after hours via email.

# CUSTOMER EXPECTATIONS

## TROUBLESHOOTING

At a minimum, you will be asked the following when contacting Support. This information is used to determine issue severity and prioritization:

- Is this happening in PROD or TEST?
- Where is the issue happening?
- Did you receive an error message of any kind?
- Was this ever working correctly?
- Is this the first time you have received this message?
- What were you attempting to do when you received the issue (step by step)?
- Can you replicate this issue every time or is it sporadic?
- Are you aware of others in your office experiencing the same issue?
- Have any troubleshooting steps already been taken?
- Are Diagnostic console, Event viewer or IIS logs available?

After gathering this information, the technician will enter it into the incident along with any relevant screenshots. Follow-up and update communication will be disseminated based on the severity of the incident (see Severity Definition section for specifics) by phone or email.

## INVOLVE AN ACCOUNT MANAGER

This section identifies common questions from clients received by Support that should go directly to the Account Manager:

- New software purchase question.
  - Example: We think we want to buy product “X” to meet a business need, is this the right choice?
- High level review of solution architecture to determine best practices for future projects.
- New software configuration.
  - Example: We’ve purchased software or a device and now we need Konica Minolta to configure it.
- How do we get additional training?
- We need additional licenses.
- I need a staff augmentation or SOW created.

## REMOTE SESSIONS

Clients in good standing that have signed a mutually acceptable Software Maintenance Agreement are expected to provide a means for remote access to support them technologically. This may be in the form of VPN access or assisted access via a screen sharing utility such as WebEx, GoToMeeting, etc.

## RESPONSE EXPECTATIONS

A qualified contact should respond to follow-up attempts made by Konica Minolta Support within three attempts. If a response has not been received in this timeframe, then the incident will be closed.

## CONTACT

It is anticipated Konica Minolta Support will work with a contact who has a basic knowledge of OnBase® or the software solution being used and has, or is able to provide, access to the Disk Group locations, OnBase database, OnBase Configuration, workstation PCs and Servers necessary to resolve issues. This contact person would be an internal escalation point for technical issues at the client location. If a severity 1 or 2 incident is opened, Konica Minolta Support would reach out to this point of contact first to begin the troubleshooting process. If an established point of contact is no longer available, then it is the client’s responsibility to inform Konica Minolta Support to update our records.

# UPGRADES AND CHANGES

The defining activity of an upgrade is changing the existing Production or Test environment version of the software to a newer version. This upgrade involves requiring a code from Hyland Software to update the database, which Konica Minolta Support will facilitate.

Example: Client decides to upgrade from OnBase 9.2.0.536 to 9.2.1.536 to correct an outstanding defect. The service pack is identified as the third number from the left in this example (0 and 1). This may require an upgrade to sub-schemas in the database, which would require an upgrade code from Hyland.

Konica Minolta will support the customer during an upgrade process, however, the standard support activities clarified above will still apply. If the customer desires additional services related to an upgrade, such as test plan design, test execution, or deployment activities, then the customer is advised to contact their Account Manager to engage the Professional Services Team. Konica Minolta support can be scheduled to provide upgrade codes so that the software version can be upgraded.

Other significant changes to a client's environment should also be communicated to Konica Minolta Support. Examples of events that could qualify as significant include the following (not an exhaustive list):

- Disk Group migration from one storage location to another
- Major Operating System deployment (XP>Windows7)
- Database version upgrades or reinstalls
- Server Operating System Upgrade (IIS version change)

*\*\*Advanced notification of significant changes is appreciated for continued, quick incident resolution.*

# KNOWLEDGE-BASE LINKS



Company Name	Proposed Solution	Document Date
City of Turlock	Human Relations OnBase Configuration	8/21/2023
Account Manager	Sales Engineer	Expiration Date
Catherine Bedrossian	Michael Rutkowski	9/30/2023

## Distribution List

Name	Organization	Position	Email
Jessie Dhami	City of Turlock	Human Relations Director	JDhami@turlock.ca.us
Luis Machado	City of Turlock	IT Sr. Analyst	lmachado@turlock.ca.us
Catherine Bedrossian	Konica Minolta	Account Manager	cbedrossian@kmbs.konicaminolta.us
Michael Thomas	Konica Minolta	IIM Sales Director	michael.thomas@kmbs.konicaminolta.us
Keith Erban	Konica Minolta	Professional Services Manager	kerban@kmbs.konicaminolta.us

Questions regarding this SOW should be directed to Catherine Bedrossian

## Introduction

The enclosed Statement of Work (SOW) outlines the professional services and applicable software licensing required for implementation of the proposed solution described below. The items outlined here are based on the current understanding of requirements at the time of this document's creation. If it is determined that the City of Turlock ("City" or "Client") would like to proceed with the project as defined in the SOW, Konica Minolta Business Solutions U.S.A., Inc. (Konica Minolta) will begin assigning resources and commence with project engagement.

## Overview

The City's Human Relations (HR) department is interested in creating a secure content repository within the City's existing OnBase enterprise content management platform. The application will provide the HR department the functionality needed to digitally transform the management of their employee files and related information.

The objectives of the current project (Phase 1) can be summarized as follows:

- Capture digitized employee documents into an organized content management system in order to support employee related business processes
- Provide advanced navigation and search capabilities for authorized users
- Provide enhanced security based on document type and role
- Reduce data entry and errors by integrating indexing function with HR system

Once the ECM foundation has been established for digital employee records and information and their business uses, future initiatives will address workflow automation of HR business processes such as employee onboarding and/or content enabling line of business applications such as New World ERP.

HR Staff is currently scanning physical documents into a network folder tree with file name formatting to include index data. The physical document filing system is still considered to be the official record for HR Data Files and staff will be ready to begin scanning into OnBase after this project and training has occurred.

## Scope

---

Provide OnBase configuration services to create a taxonomy which will allow the Human Resources department to securely and easily index the Employee File related documents in to the existing OnBase repository.

### Konica Minolta's Responsibilities Include

---

Provide OnBase Configuration to include;

- One new Scan Queue for scanning and indexing documents.
  - Allow for the selection of the appropriate Document Type and document indexing batch scanned documents
  - Configured for a document separator sheet / patch page for document separation in the batch
- Document Taxonomy configuration;
  - Document Types. City to provide the full list of document types.
  - Up to twenty (20) Keywords used for indexing and searching, examples include;
    - Employee (First, Last, Middle, SSN, ID/Number)
    - HR Record/File Type (Data set driven)
    - HR Record/File Category (Data set driven)
    - Destruction Date
    - Hire/Termination Date
    - Case Number
    - Workers Comp. Case Number
    - Status
    - Classification / Job Title
    - Bargaining Group
    - Department
    - Badge Number
    - Etc. – Up to twenty (20) included in this SOW
- Search functionality to include two Custom Queries
- Provide the ability for users to see only their own HR documents.
- Provide the ability for HR staff to see all employee HR documents
- 1 internal to OnBase Autofill keyword set for up to 4 keywords
- One new File Cabinet folder structure similar existing Employee File Folders:
  - Employee File Folder Configuration, the tabs are defined like this:
    - Benefits Enrollment
    - Personnel Action Form
    - Employment Application
    - Annual Performance Appraisal
    - Certificates / Misc.
    - Discipline
- Two (2) new Security groups for access to documentation, HR Managers and HR Users
- User training and documentation on the new process
- Go-Live support

## Client's Responsibilities Include

---

- Provide a subject matter expert to work with Konica Minolta Professional Services to define key elements that demonstrate the desired functionality that can be developed in the agreed-upon time frame of the project and in accordance with this SOW.
- Designing and executing user acceptance testing.
- Installing the scanner and drivers needed on the scanning workstation ensuring the scanner is fully operational external to OnBase.
- Provide a software system administrator to participate actively throughout the project lifecycle. This resource will assume the role of the ECM solution system administrator.
- Turlock is responsible for generating and providing the file to be used with the Autofill Keyword Set
- Provide data set/dropdown list values to be used on designated keyword types

## Assumptions

---

- The City will allocate, schedule and define the subject matter experts for the discovery sessions.
- Konica Minolta is not responsible for the installation and configuration of any 3rd party software during this engagement.
- Konica Minolta will be granted independent remote secure access for the duration of the project.
- Konica Minolta will perform all unit testing preparing the solution for User Acceptance Testing
- City will perform User Acceptance Testing of the solution
- Konica Minolta and the City will work together to define the development and implementation schedule, tasks and resource planning.
- Final Document taxonomy will be determined during the implementation phase.
- All document types will contain the same keywords
- City will deploy OnBase client software to the user workstations
- All development will be performed on the test system and migrated to the production system upon UAT Sign Off.
- User acceptance testing is expected to last no more than 3 consecutive business days.
- The duration of the project is expected to be no more than 4 weeks.
- Retention configuration for document life cycle will be evaluated at a later date and are not in scope for this project
- Document and data migration from external or legacy repositories are not in scope for this project.
- Activities not listed in the in-scope statement will require a change order.

## Implementation Plan

---

Konica Minolta has developed a high-level project rollout schedule for projection purposes based upon the information acquired during the sales process. This schedule will be finalized as a part of the project engagement.

### Key Dates

---

The key dates listed below are preliminary, and mutually agreed upon by the City and Konica Minolta. These dates are subject to change, but any changes would be discussed, reviewed, and approved by Konica Minolta and the City.

Description	Date
<b>SOW Execution</b>	9/14/2023
<b>Purchase Order Delivery (if necessary)</b>	9/20/2023
<b>Project Kickoff</b>	Project kickoff will be scheduled 2-4 weeks following SOW Purchase Order Delivery
<b>Target Go-Live</b>	11/25/2023

Customer Acknowledgement: \_\_\_\_\_ (Initial)

### Schedule

---

Once this SOW has been executed and a Purchase Order (if necessary) has been received, the Implementation Process identified above will be initiated with development of a formal project plan and schedule. This should take one to two weeks, and a formal plan will be cooperatively developed as a part of the project initiation phase, depending on resource availability. It is very important for both organizations to understand that starts and stops in the Implementation Process are very costly. Working together to develop a workable plan that will ensure a smooth process is critical to the overall success of the project.

## Licensing Requirements

---

Konica Minolta has determined that no additional software licensing is required to meet the needs of the proposed solution. The scanner licenses purchased for the HR team will be available at project kick-off.



## Professional Services Fee Schedule

Konica Minolta's fee schedule includes the work items as described in this Statement of Work:

Professional Services	Milestone Payment
Project Kick-off Meeting	\$4,375.00
Start of User Acceptance Testing	\$6,125.00
Completion of User Acceptance Testing	\$5,250.00
Solution Go-Live Acceptance	\$1,750.00
<b>Professional Services Cost</b>	<b>\$17,500.00</b>

\* Konica Minolta recommends that clients maintain a 15% budget reserve for additional features and functionality that may be requested by the project team. These funds are not represented or accounted for in this proposal and will be accessed through change control.

Customer Acknowledgement: \_\_\_\_\_ (Initial)

### Professional Services Tasks

The following table defines the expected tasks for the engagement team and may be modified during the gap analysis phase of this project.

Activity	Description
<b>PROJECT MANAGEMENT</b>	
<b>Project Planning &amp; Kickoff</b>	Konica Minolta will assign a project manager who will coordinate with the City and assign a Konica Minolta Project Manager to plan the project timeline and coordinate the kickoff meeting. Once the project is kicked off, the project manager will provide regular status reports to the City until the project is complete.
<b>REQUIREMENTS ANALYSIS</b>	
<b>Discovery &amp; Gap Analysis</b>	The City and the assigned solution engineer from Konica Minolta will review the requirements of the solution and decide on the solution parameters. A functional requirements document will not be produced in this phase.
<b>IMPLEMENTATION</b>	

<b>OnBase Configuration Changes</b>	<p>Doc Types, Keywords, Scan Queue x1, Custom Queries x 2, 1 Folder with 6 subfolders</p> <p>Konica Minolta will make configuration changes to the existing OnBase system based on the needs defined during discovery and gap analysis. Users will only be able to see their own HR documents. The configuration effort estimated in this proposal includes:</p> <ul style="list-style-type: none"> <li>● Up to 40 document types</li> <li>● Up to 20 keywords</li> <li>● Up to 2 simple custom queries</li> <li>● Up to 2 user security groups</li> <li>● 1 scan queue</li> </ul>
<b>Internal Autofill</b>	<p>Konica Minolta will create 1 Internal Autofill Keyword Set. City will need to provide a data file containing all applicable keyword values for the employee on a daily basis. This file will be imported into the Autofill Keyword Set.</p>
<b>Folder Configuration</b>	<p>Konica Minolta will configure an HR file cabinet in the OnBase system.</p> <p>Estimate includes:</p> <ul style="list-style-type: none"> <li>● 1 root level file cabinet</li> <li>● Up to 6 subfolders under the root level file cabinet.</li> </ul>
<b>TRAINING</b>	
<b>Train the Trainer</b>	<p>Konica Minolta will provide up to 4 hours of training to the OnBase administrator or another user who will be responsible for training the end-users at the City.</p>
<b>TESTING</b>	
<b>User Acceptance Testing</b>	<p>Konica Minolta will provide assistance to the City in supporting User Acceptance Testing (UAT). The City will be responsible for conducting UAT and providing sign off of successful completion of UAT, and reporting issues as they arise during UAT.</p>
<b>GO-LIVE</b>	
<b>Go-Live Support</b>	<p>Konica Minolta will provide access to the solution engineer for Go-Live support for the first 2 business days after the solution is deployed in the production environment..</p>

## Project Payment Milestones

---

Konica Minolta's payment milestones are defined as:

Milestone	Acceptance Criteria
<b>Project Kick-off Meeting</b>	Konica Minolta will conduct a project kickoff meeting including appropriate City and Konica Minolta personnel  <b>Acceptance Criteria:</b> Conclusion of the project kickoff meeting
<b>Start of User Acceptance Testing</b>	The City users begin user acceptance testing of the test OnBase environment.  <b>Acceptance Criteria:</b> Start of User Acceptance Testing
<b>Completion of User Acceptance Testing</b>	Konica Minolta will assist with the completion of User Acceptance testing by the City.  <b>Acceptance Criteria:</b> Completion of User Acceptance Testing
<b>Solution Go-Live Acceptance</b>	The Konica Minolta project team will support the solution for 3 days after the solution is deployed in production.  <b>Acceptance Criteria:</b> Signed Project Acceptance Document to be executed 3 days following solution production deployment based on the agreed-upon specification

## Payment Terms

---

Payments for specific tasks and deliverables shall be made upon acceptance of the milestones included in this SOW and are due net 30 from the date of invoice.

## Change Management Process

---

The City or Konica Minolta may request a change to the scope of the Professional Services to be rendered in this SOW. If such a change is requested by either party, Konica Minolta will inform the City in writing if such change would result in a change in fees or other costs to the City or a change in the implementation schedule for the Professional Services, as well as any other material impact such change could reasonably be expected to have on the Professional Services.

## Travel and Expense Policy

---

The City will reimburse Konica Minolta for all reasonable expenses incurred in connection with the performance of the services in this scope of work for travel expenses (such as airfare, car rental, lodging, mileage reimbursement, tolls, parking and meals). All travel time will be subject to a travel charge. Travel charges will be applied based on the standard hourly rate. The City will be invoiced for one-half of the total travel time to and from the City location for each on-site visit.

## Statement of Confidentiality

---

This document contains information that is privileged, confidential and subject to copyright – it is tendered for the exclusive use of the City and its employees only. No portion of this document, including any and all the supporting materials submitted within the document, or in addendum to it, may be transmitted to third parties or reproduced without prior written approval by Konica Minolta.

## Validity

---

This document shall remain valid until 9/30/2023. Konica Minolta reserves the right to make changes in specifications and other information contained in this document without prior notice.

# Acceptance

---

**CLIENT:** City of Turlock

**PROPOSED SOLUTION:** OnBase Configuration for Human Relations

This SOW is entered into as of the date indicated by the last signing party below by and between Konica Minolta and the City. This SOW is issued to the parties' North America Master Agreement dated May \_\_, 2023 ("Agreement") and is governed by the terms of the Agreement. In the event of any conflict between the Agreement and this SOW, this SOW shall control but only with respect to this particular SOW.

By signing below, the authorized representative(s) from the City acknowledge that they have read, agreed to and accepted this SOW and agree that it is provided for the purpose of providing an estimate for professional services related to discovery and gap analysis and is subject to change.

## City of Turlock Approval

---

Reagan Wilson

---

Approver

Signature

Date Signed

## Konica Minolta Business Solutions U.S.A., Inc. Approval

---

Michael Thomas



8/23/2023

---

IIM Sales Director

Signature

Date Signed

Keith Erban



8/23/2023

---

Professional Services Manager

Signature

Date Signed



Company Name	Proposed Solution	Document Date
City of Turlock	Planning and Engineering OnBase Configuration	8/21/2023
Account Manager	Sales Engineer	Expiration Date
Catherine Bedrossian	Michael Rutkowski	9/30/2023

## Distribution List

Name	Organization	Position	Email
Joanne Foster	City of Turlock	Planning Div. Staff Technician	JFoster@turlock.ca.us
Luis Machado	City of Turlock	IT Sr. Analyst	LMachado@turlock.ca.us
Catherine Bedrossian	Konica Minolta	Account Manager	cbedrossian@kmb.konicaminolta.us
Michael Thomas	Konica Minolta	IIM Sales Director	michael.thomas@kmb.konicaminolta.us
Keith Erban	Konica Minolta	Professional Services Manager	kerban@kmb.konicaminoltas

Questions regarding this SOW should be directed to Catherine Bedrossian

## Introduction

This is a Statement of Work (SOW) that outlines the required professional services and software licensing information for implementation of the proposed solution described below. The items outlined here are based on the current understanding of requirements at the time of this document's creation. If it is determined that the City of Turlock ("City" or "Client") would like to proceed with the project as defined in the SOW, Konica Minolta Business Solutions U.S.A., Inc. ("Konica Minolta") will begin assigning resources and commence with project engagement.

## Overview

The City's Planning and Engineering Departments would like to be able to have their document stored in the OnBase repository that is in production within the City. This project will define, implement and document the required changes in OnBase to support the document intake, indexing and retrieval options for those groups and to reference the supplied taxonomy related entails for the build of the components.

## Scope

---

Create User Groups to support the security requirements for the user groups; This estimate includes the configuration of up to 29 Document Types up to 30 Keyword Types to be used by the new groups. Some Document Types and Keyword Types may already exist.

The process and users will also benefit from up to two (2) new Scan Queues used to digitize hard-copy documents into OnBase or to be used to sweep (similar to a file import) for later indexing by staff members. The users will also be able to use up to 3 new Custom Queries to be used for search and retrieval of the records stored in the OnBase repository.

## Konica Minolta's Responsibilities Include

---

- Perform requirements analysis with the appropriate Client subject matter experts
- Perform the OnBase configuration needed to create a solution that conforms to the requirements uncovered during the requirements analysis processes and this SOW.
- Configure OnBase (taxonomy, scan queue, keywords, etc.) to support the needs of the Planning and Engineering Departments.
  - Configure up to 2 document type groups
  - Configure up to 29 document types
  - Configure of up to 26 keyword types and 12 keyword data sets
  - Configure of up to 3 custom queries
  - Configure of up to 2 scan queues
- Create up to two (2) new Autofill Keyword Sets used to aid the users while indexing the documents.
  - Each Autofill Keyword Sets will read from a single SQL database view or table that City IT will provide access to. City will also provide the appropriate SQL queries needed to query the database view or table.
- Create a solution admin document to be used by the OnBase administrator to aid in the administration of this solution. The document will not include basic OnBase admin tasks covered in the Hyland System Administration Course.

## Client's Responsibilities Include

---

- Participate in the Requirements Analysis phase to collect the information needed to configure the solution.
- Provide a project manager to manage the project, all related tasks and be the central point of contact from the City throughout the project.
- Provide staff to perform and execute User Acceptance Testing of the solution.
- Provide IT resources to assist with access to the SQL database view or table to be used with the Autofill Keyword Set. and the creation of the sql queries to be used.

## Assumptions

---

- Custom development is out of scope for this project, if the requirement becomes necessary it will be handled using the Change Management process.
- Konica Minolta will be granted independent remote secure access for the duration of the project.

- Konica Minolta will perform all unit testing preparing the solution for User Acceptance Testing
- City will perform User Acceptance Testing of the solution
- Client will deploy OnBase client software to the user workstations
- Konica Minolta and the City will work together to define the development and implementation schedule, tasks and resource planning.
- All development will be performed on the test system and migrated to the production system upon UAT Sign Off.
- User acceptance testing is expected to last no more than 5 consecutive business days.
- The duration of the project is expected to be no more than 6 weeks.
- Activities not listed in the in-scope statement will require a change order.

## Implementation Plan

---

Konica Minolta has developed a high-level project rollout schedule for projection purposes based upon the information acquired during the sales process. This schedule will be finalized as a part of the project engagement.

## Key Dates

---

The key dates listed below are preliminary, and mutually agreed upon by the City and Konica Minolta. These dates are subject to change, but any changes would be discussed, reviewed, and approved by Konica Minolta and the City.

Description	Date
<b>SOW Execution</b>	9/14/2023
<b>Purchase Order Delivery (if necessary)</b>	9/20/2023
<b>Project Kickoff</b>	Project kickoff will be scheduled 2-4 weeks following SOW Purchase Order Delivery
<b>Target Go-Live</b>	12/15/2023

Customer Acknowledgement: \_\_\_\_\_ (Initial)

## Schedule

---

Once this SOW has been executed and a Purchase Order (if necessary) has been received, the Implementation Process identified above will be initiated with development of a formal project plan and schedule. This should take one to two weeks, and a formal plan will be cooperatively developed as a part of the project initiation phase, depending on resource availability. It is very important for both organizations to understand that starts and stops in the Implementation Process are very costly. Working together to develop a workable plan that will ensure a smooth process is critical to the overall success of the project.



## Licensing Requirements

Per City IT, there are adequate licenses available with the current perpetual licenses owned by the City for the Planning and Engineering Departments to utilize OnBase.

Konica Minolta's fee schedule includes the work items as described in this Statement of Work:

Professional Services	Milestone Payment
Project Kick-off Meeting	\$6,500.00
Start of User Acceptance Testing	\$9,100.00
Completion of User Acceptance Testing	\$7,800.00
Solution Go-Live Acceptance	\$2,600.00
<b>Professional Services Cost</b>	<b>\$26,000.00</b>

\* Konica Minolta recommends that clients maintain a 15% budget reserve for additional features and functionality that may be requested by the project team. These funds are not represented or accounted for in this proposal and will be accessed through change control.

Customer Acknowledgement: \_\_\_\_\_ (Initial)

## Project Payment Milestones

Konica Minolta's payment milestones are defined as:

Milestone	Acceptance Criteria
<b>Project Kick-off Meeting</b>	Konica Minolta will conduct a project kickoff meeting including appropriate City and Konica Minolta personnel  <b>Acceptance Criteria:</b> Conclusion of the project kickoff meeting
<b>Start of User Acceptance Testing</b>	The City users begin user acceptance testing of the test OnBase environment.  <b>Acceptance Criteria:</b> Start of User Acceptance Testing
<b>Completion of User Acceptance Testing</b>	Konica Minolta will assist with the completion of User Acceptance testing by the City.  <b>Acceptance Criteria:</b> Completion of User Acceptance Testing

<b>Solution Go-Live Acceptance</b>	<p>The Konica Minolta project team will support the solution for 3 days after the solution is deployed in production.</p> <p><b>Acceptance Criteria:</b> Signed Project Acceptance Document to be executed 3 days following solution production deployment based on the agreed-upon specification</p>
------------------------------------	---

## Payment Terms

---

Payments for specific Tasks and Deliverables shall be made upon acceptance of the Milestones included in this SOW and are due net 30 from the date of invoice.

## Change Management Process

---

The City or Konica Minolta may request a change to the scope of the Professional Services to be rendered in this SOW. If such a change is requested by either party, Konica Minolta will inform City in writing if such change would result in a change in fees or other costs to City or a change in the implementation schedule for the Professional Services, as well as any other material impact such change could reasonably be expected to have on the Professional Services.

## Travel and Expense Policy

---

Should onsite delivery of services be requested by the City, the City will reimburse Konica Minolta for all reasonable expenses incurred in connection with the performance of the services in this SOW for travel expenses (such as airfare, car rental, lodging, mileage reimbursement, tolls, parking and meals). All travel time will be subject to a travel charge. Travel charges will be applied based on the standard hourly rate. The City will be invoiced for one-half of the total travel time to and from the client location for each on-site visit.

## Statement of Confidentiality

---

This document contains information that is privileged, confidential and subject to copyright – it is tendered for the exclusive use of the City and its employees only. No portion of this document, including any and all the supporting materials submitted within the document, or in addendum to it, may be transmitted to third parties or reproduced without prior written approval by Konica Minolta.

## Validity

---

This document shall remain valid until 9/30/2023. Konica Minolta reserves the right to make changes in specifications and other information contained in this document without prior notice.

# Acceptance

---

**CLIENT:** City of Turlock

**PROPOSED SOLUTION:** Planning and Engineering OnBase Configuration

---

This SOW is entered into as of the date indicated by the last signing party below by and between Konica Minolta and the City. This SOW is issued to the parties' North America Master Agreement dated May \_\_, 2023 ("Agreement") and is governed by the terms of the Agreement. In the event of any conflict between the Agreement and this SOW, this SOW shall control but only with respect to this particular SOW.

By signing below, the authorized representative(s) from the City acknowledge that they have read, agreed to and accepted this SOW and agree that it is provided for the purpose of providing an estimate for professional services related to discovery and gap analysis and is subject to change.

## City of Turlock Approval

---

Reagan Wilson

---

Approver

Signature

Date Signed

## Konica Minolta Approval

---

Michael Thomas



8/23/2023

---

IIM Sales Director

Signature

Date Signed

Keith Erban



8/23/2023

---

Professional Services Manager

Signature

Date Signed

# City Council Staff Report

## September 12, 2023



---

From: Nick Showalter, Information Technology Director

Prepared by: Nick Showalter, Information Technology Director

Agendized by: Reagan M. Wilson, City Manager

### 1. ACTION RECOMMENDED:

Resolution: Authorizing the City Manager to enter into an agreement with Mid Valley IT for a 1-year term not to exceed the value of \$100,000 with the option for two (2) 1-year extensions not to exceed the value of \$300,000 if all renewal periods are exercised from fund 501 "Information Technology" account 501-10-130.43060\_000 "Contract Services" for specialized support and project consulting.

### 2. SYNOPSIS:

Staff is requesting City Council to approve the agreement with Mid Valley IT to continue to provide the Information Technology department with support for project planning and execution, policy development, cybersecurity enhancements, and escalated support needs.

### 3. DISCUSSION OF ISSUE:

Since October 2022, the Information Technology (IT) department has undergone substantial change due to staffing changes, the hiring of new leadership, and the establishment of IT becoming a department within the City. When the previous IT Manager retired after 33 years of service, the City brought in Mid Valley IT to provide IT operational management support and services during the process of hiring a new IT Manager. As Mid Valley IT grew to learn the processes and procedures for IT support as well as the functionality of the systems and services utilized by the City, additional improvements were recommended and implemented by Mid Valley IT.

Mid Valley IT is a full-service technology consultant specializing in comprehensive Information Technology solutions for private and public sector organizations. With offices in Merced County and San Joaquin County, IT consultants are readily available to meet the City's IT consulting needs onsite. Mid Valley IT specializes in an array of IT services and they currently work with several other municipalities in the Central Valley.

After new leadership was hired, the IT department continued to receive valuable contracted services from Mid Valley IT for consulting services, planning and executing project tasks, and escalated support from IT subject matter experts. Mid Valley IT is currently assisting with planning the website upgrade project and will help with preparing and migrating accounts to Microsoft 365. The IT department also has additional projects planned, policies that require updating and on-going cybersecurity needs where Mid Valley IT can provide aid and assistance. Services provided will be within the initialed scope.

**4. BASIS FOR RECOMMENDATION:**

This recommendation is based upon the City's continued need for IT managed services that will assist in improving the City's current IT services. The IT department will leverage subject matter expert support for project planning and execution, policy development, cybersecurity enhancements, and escalated support needs.

**5. FISCAL IMPACT / BUDGET AMENDMENT:**

**Fiscal Impact**

According to the Turlock Municipal Code 2-7-08(b)(3) Bidding procedures are not required, regardless of the amount involved, for contracts involving the obtaining of professional services or specialized skills.

For the 2023 – 2024 Fiscal Year, the IT department prepared the "Contract Services" budget account to include services from Mid Valley IT to continue to receive support on existing and future projects and escalated IT needs.

The City would enter into an agreement with Mid Valley IT for a 1-year term not to exceed the value of \$100,000 with the option for two (2) 1-year extensions not to exceed the value of \$300,000 if all renewal periods are exercised from fund 501 "Information Technology" account 501-10-130.43060\_000 "Contract Services."

**6. CITY MANAGER'S COMMENTS:**

Recommend Approval.

**7. ENVIRONMENTAL DETERMINATION:**

N/A

**8. ALTERNATIVES:**

Council may choose to not enter into an agreement for these services. By not authorizing the City Manager to enter into the agreement, the IT department will have to go out to bid which will prolong some of the department's and City's most anticipated projects.

**9. ATTACHMENTS:**

- A. Draft Resolution
- B. IT Managed Services Fixed Agreement
- C. Addendum to Agreement

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE CITY }  
MANAGER TO ENTER INTO AN AGREEMENT }  
WITH MID VALLEY IT FOR A 1-YEAR TERM }  
NOT TO EXCEED THE VALUE OF \$100,000 }  
WITH THE OPTION FOR TWO (2) 1-YEAR }  
EXTENSIONS NOT TO EXCEEDTHE VALUE OF }  
\$300,000 IF ALL RENEWAL PERIODS ARE }  
EXERCISED FROM FUND 501 "INFORMATION }  
TECHNOLOGY" ACCOUNT }  
501-10-130.43060\_000 "CONTRACT SERVICES" }  
FOR SPECIALIZED SUPPORT AND PROJECT }  
CONSULTING. }

RESOLUTION NO. 2023-

**WHEREAS**, in October 2022, the Information Technology (IT) manager retired and the City brought in Mid Valley IT to provide IT operational management support and services; and

**WHEREAS**, after new leadership was hired, the IT department continued to receive valuable contracted services from Mid Valley IT from subject matter experts for consulting services, planning, executing project tasks, and escalated urgent support; and

**WHEREAS**, for the 2023 – 2024 Fiscal Year, the IT department prepared the "Contract Services" budget account to include services from Mid Valley IT to continue to receive support on existing and future projects in addition to other escalated IT needs.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby authorize the City Manager to enter into an agreement with Mid Valley IT for a 1-year term not to exceed the value of \$100,000 with the option for two (2) 1-year extensions not to exceed the value of \$300,000 if all renewal periods are exercised from fund 501 "Information Technology" account 501-10-130.43060\_000 "Contract Services" for specialized support and project consulting.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 12<sup>th</sup> day of September, 2023, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

\_\_\_\_\_  
Julie Christel, City Clerk,  
City of Turlock, County of Stanislaus,  
State of California



## IT MANAGED SERVICES FIXED AGREEMENT

Prepared For:



City of Turlock

**Attn: Nicklaus Showalter**

*Information Technology Director*

*nshowalter@turlock.ca.us*

156 S. Broadway

Turlock, CA 95380

Phone: (209) 668-5540

Prepared by:

**Joy Alexander • Mid Valley IT**

(209) 600-3688 • [jaxalexander@midvalleyit.com](mailto:jaxalexander@midvalleyit.com)



IT Managed Services  
Fixed Agreement



# COVER LETTER

## CITY OF TURLOCK

Thank you for the opportunity to bid on your Managed IT Support Services. This contract includes these unique benefits:

**True 30-Day Out Clause:** At any time during this agreement, you are allowed to send us a written 30-day notice of cancellation.

**Inventory Flexibility:** Increasing the number of supported equipment will not increase your monthly rate until your annual inventory audit.

**Local Service:** With offices in Merced and Stockton we are able to quickly respond to all of your support needs.

### **Joy Alexander**

Director of Inside Sales  
jalexander@midvalleyit.com  
209-600-3688

## KEY CONTACTS

**Tom Leach & Cullen Byrne**  
Owners

**Joy Alexander**  
Director of Inside Sales

**Doely Montes** *Executive Assistant*

Executive Support:

**Jameson Hightower**  
*Engineering Manager*

**Matt Ftacek**  
*NOC Manager*

**Nick Weems**  
*Senior Engineer*



# WE HAVE THE TOOLS HELP YOUR ORGANIZATION SUCCEED



## REMOTE SUPPORT

During business hours this agreement includes Supplemental remote support from our internal Network Operations Center (NOC).

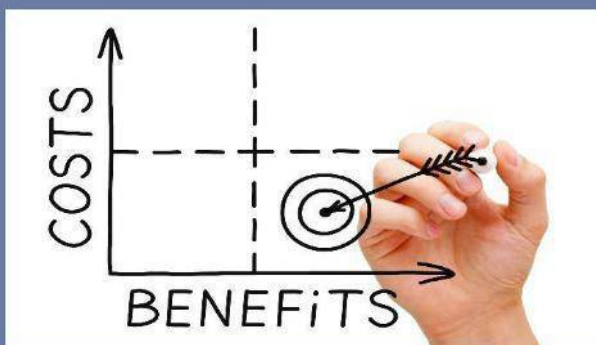
This is to be utilized for ticket escalation or coverage when the City staff may have time or scheduling issues.



## ON-SITE SUPPORT

During business hours this agreement includes On-Site support from our field engineering team.

This is to be utilized for ticket escalation when the City staff requires additional on-site support for a technical issue to be resolved.



## STRATEGIC TECHNOLOGY PLANS

This agreement includes the creation of Inventory, Capital Replacement Plans, Yearly Budgets & Network Documentation.

Every document prepared under this contract is property of the Client.



## ANTI-VIRUS/MONITORING TOOLS

This agreement does include network monitoring software.

Client may choose to add any combination of software tools at an additional cost.

## DATA BACKUP

# PEACE OF MIND

A managed backup service from Mid Valley IT ensures that all files are automatically backed up as frequently as every 15 minutes if needed. How much is your data worth?

### THE CHALLENGE

Your business data is the lifeblood of your company and the amount you are collecting and storing is growing all the time.

Imagine the impact if you lost a day's data, a week's data, a year's data, due to inadequate or infrequent back-up processes. What would happen, could you recover?

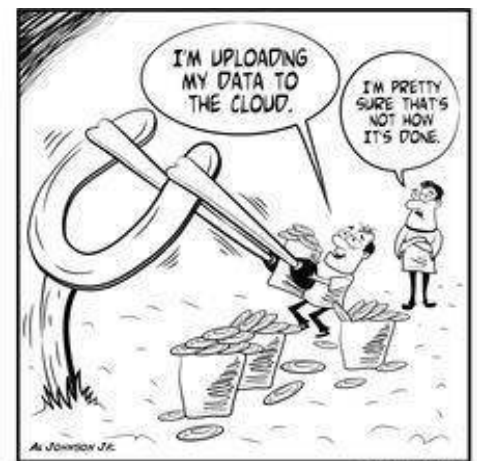
### THE SOLUTION

**Fully Managed System** means that we monitor the software to ensure it is always working and will act immediately if there is an issue.

**Delta level technology** means never having to do another full backup, drastically reducing the backup time, storage space, network traffic, and workload of your servers.

**Recover Your Data to Dissimilar Hardware** means you can perform a bare metal restore of your data to dissimilar hardware. You don't have to worry about purchasing that new server anymore.

**Supreme Flexibility** means you can recover your data from nearly any point in time, whether it is just one file or a full restore.



Prepared by:  
**Joy Alexander • Mid Valley IT**  
(209) 600-3688 • [jalexander@midvalleyit.com](mailto:jalexander@midvalleyit.com)



IT Managed Services  
Fixed Agreement

# SUPPORT OPTIONS



## RETAINER SUPPORT

This is a retainer that is to be used for additional support beyond the terms specified in the "FIXED SUPPORT":

- ✦ Monthly Retainer Rollover
- ✦ Fund Borrowing (1 Month)
- ✦ Open Labor Usage
- ✦ No Travel Charge

Retainer dollars may not be used for any hardware, software or contractors.



## FIXED SUPPORT

This is the enterprise level support that the majority of our clients enjoy. It has excellent response along with premium support:

- ✦ Remote Support Escalation
- ✦ On-Site Support Escalation
- ✦ Consulting Service – General Operations and Direction
- ✦ After Hours Emergency Support
- ✦ 48hr Response Time
- ✦ 4 Hr Emergency Response
- ✦ Network Monitoring Tools



## ADDITIONAL SERVICES

Customize your agreement your way. Additional support services can be added a-la-carte to any support agreement:

- Custom URL Security \$7 mo/user **+\$000 mo.**
- Security Awareness Training \$3 mo/user **+\$000 mo.**
- Mobile Device Managing \$4 mo/user **+\$000 mo.**
- Enterprise Back-Up \$150 mo. Per TB **0TB**

SELECT ZEUS SUPPORT

CLIENT INITIALS \_\_\_\_\_

SELECT HERCULES SUPPORT

CLIENT INITIALS \_\_\_\_\_

ADDITIONAL SUPPORT

CLIENT INITIALS \_\_\_\_\_

### EMERGENCY RESPONSE TIME UPGRADES

Upgrade to 3 hours for	+ \$437.50 Per Month	Client Initials _____
Upgrade to 2 hours for	+ \$875.00 Per Month	Client Initials _____
Upgrade to 1 hours for	+ \$1,312.50 Per Month	Client Initials _____

1 hour emergency response also includes same day response for escalated tickets submitted before 2pm

I CHOOSE TO DECLINE OFF-SITE BACKUP:

CLIENT INITIALS \_\_\_\_\_



# MONTHLY FIXED SUPPORT AGREEMENT

## COSTS AND FEES

This document is to serve as a 1-year agreement with optional 2 years between Mid Valley IT and **City of Turlock** (Client). The above client agrees to pre-pay a fixed monthly dollar amount of **\$6,875** to be used for services provided by Mid Valley IT. Support Agreement shall commence on: **September 1, 2023**.

**Current Computer Inventory: \_N/A\_      Current Server Inventory: \_N/A\_**

*NOTES: This agreement includes Monitoring Tools.*

### Additional Service Rates and Charges

Service Type		Agreement
Forensics		\$275.00 Per Hour
Design/Consult		\$250.00 Per Hour
Senior Level Engineer		\$235.00 Per Hour
Engineer		\$175.00 Per Hour
Monday – Friday, 8:00am – 5:00pm	Projects Only	Time and 1/2
After-Hours / Saturdays		
Monday – Friday, 5:00pm – 8:00am	Projects Only	Time and 1/2
Saturday (All Day)		
Sunday / Holiday Support	Projects Only	Double time

## WE ARE READY!



Our team is fully charged and ready to go! We are excited for the opportunity to prove ourselves once again to a new organization.

Prepared by:  
**Joy Alexander • Mid Valley IT**  
 (209) 600-3688 • [jalexander@midvalleyit.com](mailto:jalexander@midvalleyit.com)



IT Managed Services  
 Fixed Agreement

# MONTHLY FIXED SUPPORT AGREEMENT

## CONTINUED

- A. Mid Valley IT gives said support agreement client a guaranteed response time of 4 hours for all emergency service calls. An emergency is identified as either 50%+ Network Down or Critical Application Failure. Any other service request may be upgraded to an emergency classification at a cost of \$400.00.
- B. Travel is included as part of this agreement.
- C. Either party may cancel this agreement at any time. The cancelling party must give 30 days' written notice as to the reason for cancellation. All unpaid service dollars shall become due and payable upon cancellation.
- D. Every document prepared under this contract is the exclusive property of the Client. No information prepared under this contract may be made available to any individual or organization without the Client's prior approval.
- E. Client shall indemnify and hold harmless the Contractor, its officers, officials, employees, agents and volunteers from and against all liabilities, claims, damages, losses, and expenses, herein, caused in whole or in part by any negligent act or omission of the Contractor, its consultants, subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the Contractor.
- F. Contractor shall indemnify and hold harmless the Client, its officers, officials, employees, agents and volunteers from and against all liabilities, claims, damages, losses, and expenses, herein, caused in whole or in part by any negligent act or omission of the Client, its consultants, subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the Client.



# MONTHLY FIXED SUPPORT AGREEMENT

## CONTINUED

G. Under no circumstance is Contractor responsible for damages resulting from data loss, work interruptions, or system failures / crashes related to the Client's system, servers, computers, mobile device, or other electronic systems. Contractor is not responsible for failure of the backup system due to physical failure, or omission of data from the backup job. It is the Client's sole responsibility to notify the Contractor if a litigation hold is in place on any of the Client's systems and to verify the proper operation and configuration of the backup systems.

H. Neither party shall be held liable for any delay or failure in performance of all or a portion of the Services of any part of this Agreement from any cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts affecting facilities other than facilities of a kind commonly protected by redundant power systems, unless such redundant power systems are also affected by any Force Majeure condition, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

I. Every twelve months, following the start date of this agreement, **a cost-of-living increase of 4%** shall be assessed to the monthly dollar amount of this agreement.

J. Invoices are due and payable by the 1st of the month receiving support. Once an invoice reaches 30 days past due, client shall be placed on a support hold until payment arrangements have been approved.

# MONTHLY FIXED SUPPORT AGREEMENT

## CONTINUED

**K. MISCELLANEOUS PROVISIONS**

- a. Waiver. The Client's waiver of a breach of term is not deemed a waiver of any subsequent breach of the same term.
- b. Cost of Litigation. If legal action is necessary to enforce this contract, the prevailing party is entitled to receive all costs and expense including reasonable attorney's fees and costs of arbitration or litigation.
- c. Entire Contract. This document, together with the attachments, is the entire contract. Any modification must be in writing and signed by the parties.
- d. This contract shall bind and inure to the benefit of the heirs, successors, and assigns of the parties; however, Contractor shall not subcontract or assign this contract without the prior written consent of the Client.
- e. If the Contractor is compelled to provide testimony or otherwise appear for matters (subpoena's, depositions or similar) related to the client, client is responsible for paying Contractor's hourly rate (including travel) of \$200.00 per hour.

L. Any new equipment installed into the client's environment shall incur a labor fee for installation. Mid Valley IT shall notify client, and quote, any work that may require additional labor prior to any work being completed. Client reserves the right to either approve or decline any quote at their discretion.

By signing below, both the client and Mid Valley IT agree to the above terms and conditions. This agreement shall commence on the date signed and run for 1 year. This agreement shall supersede all other agreements (either written or verbal) and shall be the document referenced for the support guidelines for the above client. Once the term has been reached, this agreement shall auto-renew on a monthly basis until such time as written notice is given for either cancellation or term changes.

**Mid Valley IT**

**City of Turlock**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Director of Sales

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Joy Alexander*  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature





IT Managed Services  
Fixed Agreement

APPROVED AS TO SUFFICIENCY

By: \_\_\_\_\_  
Nick Showalter, IT Director

APPROVED AS TO FORM:

By: \_\_\_\_\_  
George A. Petrulakis, City Attorney

ATTEST:

By: \_\_\_\_\_  
Julie Christel, City Clerk

**ADDENDUM TO  
CITY OF TURLOCK  
AGREEMENT FOR SERVICES**

Contractor: Mid Valley IT Date: 8/24/2023  
City Contract No. 2024-032 Scope of Work: IT Support Services

**1. INSURANCE:**

Contractor shall not commence work under this Agreement until Contractor has obtained City's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to City.

(a) General Liability Insurance: Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse and underground property damage hazards. Contractor's general liability policies shall be primary and not seeking contribution from the City's coverages, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.

(b) Workers' Compensation Insurance: Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

(c) Auto Insurance: Contractor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than one million dollars (\$1,000,000) per accident. If Contractor owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

(d) Cyber Liability Insurance: When applicable, Contractor must carry Cyber Liability Insurance with limits not less than one million dollars (\$1,000,000) per occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving

**ADDENDUM TO  
CITY OF TURLOCK  
AGREEMENT FOR SERVICES**

**Mid Valley IT**

**8/24/2023**

**Contractor:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**City Contract No. 2024-032**

**Scope of Work: IT Support Services**

infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

(e) Professional Liability Insurance: When applicable, Contractor shall maintain Contractor liability insurance that insures against Contractor errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(f) Deductibles and Self-Insured Retentions: Upon request of City, any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(g) Other Insurance Provisions: The commercial general liability policy shall contain, or be endorsed to contain, the following provisions:

(1) City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.

(2) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects City and any insurance or self-insurance maintained by City shall be excess of Contractor's insurance and shall not contribute with it.

**ADDENDUM TO  
CITY OF TURLOCK  
AGREEMENT FOR SERVICES**

**Contractor:** Mid Valley IT **Date:** 8/24/2023  
**City Contract No.** 2024-032 **Scope of Work:** IT Support Services

(3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to City under this Agreement, the insurer, broker/producer, or Contractor shall provide City with thirty (30) days' prior written notice of such cancellation, non-renewal, or material change.

(4) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

(h) **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII or with an insurer to which the City has provided prior approval.

(l) **Verification of Coverage:** Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.

(i) **Waiver of Subrogation:** With the exception of Contractor liability, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by Contractor, its agents, employees, independent Contractors and subContractors. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(j) **SubContractors:** Contractor shall include all subContractors as insureds under its policies or shall furnish separate certificates and endorsements for each subContractor. All coverages for subContractors shall be subject to all of the requirements stated herein.

**2. INDEMNIFICATION:**

**Indemnity for Professional Liability:** When the law establishes a Contractor standard of care for Contractor's Services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend, and hold harmless City and any and all of its elective and appointive boards, officers, officials, agents, employees or volunteers from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the

**ADDENDUM TO  
CITY OF TURLOCK  
AGREEMENT FOR SERVICES**

**Mid Valley IT**

**8/24/2023**

**Contractor:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**City Contract No.** 2024-032

**Scope of Work:** IT Support Services

extent the Contractor (and its SubContractors) are responsible for such damages, liabilities and costs on a comparative basis of fault between the Contractor (and its SubContractors) and the City in the performance of Contractor services under this Agreement. Contractor shall not be obligated to defend or indemnify City for the City's own negligence or for the negligence of others.

Indemnity for other than Professional Liability: Other than in the performance of Contractor services and to the full extent permitted by law, Contractor shall indemnify, defend, and hold harmless City and any and all of its elective and appointive boards, officers, officials, agents, employees or volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or agency for which Contractor is legally liable, including, but not limited to, officers, agents, employees, or subContractors of Contractor.

3. **TERM:** The term of this Agreement shall be effective 9/1/2023 and end 8/31/2024, subject to City's availability of funds.

4. **VOLUNTARY TERMINATION:** City may terminate this Agreement without cause or legal excuse by providing thirty (30) days' written notice to Contractor.

5. **CONFLICT:** Should any conflict exist between the terms and conditions of the Agreement and this Addendum, the terms and conditions of the Addendum shall prevail.

6. **EXTENSION OF AGREEMENT:** City may elect to extend this Agreement for two (2) additional one-year terms, on the same terms and conditions, upon issuing an "Election to Extend Agreement" letter executed by the City Manager to Contractor thirty (30) days prior to the expiration of this Agreement. On each anniversary date, Contractor will be allowed to increase prices. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in Contractor's published prices, whichever is lower. In all cases, City may cancel the contract if a requested price increase is not acceptable.

7. **GOVERNING LAW:** This Agreement shall be interpreted, construed, and governed according to the laws of the State of California, and venue for all actions arising from or related to this Agreement shall be in the County of Stanislaus, State of California.

8. **CONTRACT ADMINISTRATOR:** The City's contract administrator and contact person for this Agreement is:

**ADDENDUM TO  
CITY OF TURLOCK  
AGREEMENT FOR SERVICES**

Contractor: Mid Valley IT Date: 8/24/2023  
City Contract No. 2024-032 Scope of Work: IT Support Services

Nick Showalter  
City of Turlock  
Information Technology  
156 S. Broadway, Suite 116, Turlock, California 95380-5456  
Telephone Number: (209) 669-2840  
E-mail Address: [nshowalter@turlock.ca.us](mailto:nshowalter@turlock.ca.us)

**IN WITNESS WHEREOF**, the parties have caused this Addendum to be executed by and through their respective officer's thereunto duly authorized.

**City OF TURLOCK, a municipal corporation**

By: \_\_\_\_\_  
Reagan M. Wilson, City Manager

Date: \_\_\_\_\_

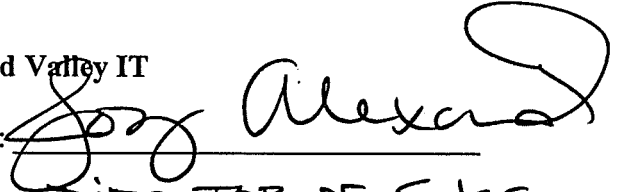
APPROVED AS TO FORM:

By: \_\_\_\_\_  
George A. Petrulakis, City Attorney

ATTEST:

By: \_\_\_\_\_  
Julie Christel, City Clerk

**Mid Valley IT**

By:   
Title: DIRECTOR OF SALES

Print name: Joy Alexander

Date: 8/28/2023

# City Council Staff Report

## September 12, 2023



---

From: Erik Schulze, Public Works Director  
Prepared by: Janine Lee, Assistant Engineer  
Agendized by: Reagan M. Wilson, City Manager

### 1. ACTION RECOMMENDED:

Resolution: Re-appropriating \$401,940 to account number 412-51-536.51270 "Construction Project" from Fund 412 "Sewer Construction" unallocated reserves and re-appropriating \$291,060 to account number 421-52-552.51270 "Construction Project" from Fund 421 "Water Line Construction" unallocated reserves to provide adequate funding for City Project No. 20-013 "Water and Sewer Main Extensions – N. Golden State Boulevard" in Fiscal Year 2023-24

### 2. SYNOPSIS:

This action re-appropriates the previous fiscal year's unspent funds as required to complete construction of City Project No. 20-013 "Water and Sewer Main Extensions – N. Golden State Boulevard"

### 3. DISCUSSION OF ISSUE:

At the October 13, 2020 Council meeting, the City Council approved a memorandum of understanding (MOU) for a tax sharing agreement between the City of Turlock and Stanislaus County for the City of Turlock to provide water and sewer services outside the City limits to Price Ford and the future Price Honda at 5202 and 5200 N. Golden State Boulevard.

On June 28, 2022, the City Council approved an agreement with Rolfe Construction, Inc. of Atwater, California for the construction of City Project No. 20-013 "Water and Sewer Main Extensions – N. Golden State Blvd" in the amount of \$2,366,102. The awarded contract's design includes the extensions of water and sewer mains on Golden State Blvd from Atherstone Road to north of City limits to the Price Ford dealership. The main objective of the project is to extend water and sewer utility main lines to the Price Ford dealership, to repair the utility trenches, and rehabilitate pavement within the lanes affected by trenching.

The Fiscal Year 2022-23 budget included sufficient funding for the construction of the project. Rolfe Construction provided a project schedule in January 2023 indicating the project would be completed by April 2023. During the Fiscal Year 2023-24 budget preparation, Staff did not recommend budget allocation based on its understanding at the time that the project would be complete prior to Fiscal Year 2023-24. However, the construction schedule was delayed and has extended into Fiscal Year 2023-24, resulting in the need to re-appropriate funds in order to compensate the contractor for the work it has performed since July 1, 2023 and to complete remaining construction work.

The sources of delay in the construction schedule include:

- An unprecedented rainy season
- Unexpected soil conditions that resulted in trench cave ins and rework to re-establish trench safety for worker protection
- Many private developers along the alignment approached Staff with requests for water and sewer stubs to their property. Staff facilitated these requests by suspending work on Rolfe Construction's roadway rehabilitation work and allowing the private owners time to apply for and receive approval of encroachment permits to hire a contractor to perform the utility stub work. While this delayed the City's project, it allowed the private owners to install these facilities prior to paving the roadway, avoiding the need for trench cuts at a later time and preserving the integrity of the roadway.

It is anticipated that all construction will be complete in September 2023. Staff will prepare a request for the City Council to authorize the Notice of Completion at a future time when all work, including punch list items, have been completed.

**4. BASIS FOR RECOMMENDATION:**

- A. There are insufficient funds in the Fiscal Year 2023-24 budget to compensate the contractor for work performed since July 1, 2023. Funds must be re-allocated from the previous fiscal year's budget to complete the construction of the project.

**5. FISCAL IMPACT / BUDGET AMENDMENT:**

**\*NOTE - No General Fund money will be used for this project.**

Staff has determined that a total of \$693,000 is needed to complete the construction phase of the project in Fiscal Year 2023-24. Per the breakdown of project costs by type, the construction of the project is to be funded 58% from Fund 412 "Sewer Construction" and 42% from Fund 421 "Water Line Construction." The breakdown below shows the remaining construction costs anticipated for this project.



Original Contract Sum – <i>Rolfe Construction</i>	\$ 2,366,102.00	A
Approved Construction Contingency	\$ 236,000.00	B
Contract amount paid through end of Fiscal Year 2022-23 – <i>Rolfe Construction</i>	\$ 1,914,528.67	C
Construction Inspection and Project Management in Fiscal Year 2023-24 – <i>City Engineering</i>	\$5,000.00	D
Total Funding Needed in Fiscal Year 2023-24	\$692,573.33	E = (A + B) - C + D
Total Funding Needed in Fiscal Year 2023-24 (Rounded)	\$693,000.00	F = E (rounded)
Re-appropriation from Fund 412 unallocated reserves (58%)	\$401,940.00	G = F * 0.58
Re-appropriation from Fund 421 unallocated reserves (42%)	\$291,060.00	H = F * 0.42

Staff requests re-appropriation of \$401,940 to account number 412-51-536.51270 “Construction Project” from Fund 412 “Sewer Construction” unallocated reserves and re-appropriation of \$291,060 to account number 421-52-552.51270 “Construction Project” from Fund 421 “Water Line Construction” unallocated reserves to provide adequate funding for City Project No. 20-013 “Water and Sewer Main Extensions – N. Golden State Boulevard” in Fiscal Year 2023-24.

Engineering staff has conferred with the Municipal Services and Finance Departments in preparing this report.

**6. STAFF RECOMMENDATION:**

Recommend approval.

**7. CITY MANAGER’S COMMENTS:**

Recommend approval.

**8. ENVIRONMENTAL DETERMINATION:**

N/A

**9. ALTERNATIVES:**

A. City Council could choose to not appropriate the requested funds. This option is not recommended by staff as there are insufficient funds in the Fiscal Year

2023-24 budget to compensate the contractor for its work performed since July 1, 2023. Funds must be re-allocated from the previous fiscal year budget to complete the construction of the project.

**10. ATTACHMENTS:**

A. Draft Resolution

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RE-APPROPRIATING }  
 \$401,940 TO ACCOUNT NUMBER 412-51- }  
 536.51270 "CONSTRUCTION PROJECT" }  
 FROM FUND 412 "SEWER CONSTRUCTION" }  
 UNALLOCATED RESERVES AND RE- }  
 APPROPRIATING \$291,060 TO ACCOUNT }  
 NUMBER 421-52-552.51270 }  
 "CONSTRUCTION PROJECT" FROM FUND }  
 421 "WATER LINE CONSTRUCTION" }  
 UNALLOCATED RESERVES TO PROVIDE }  
 ADEQUATE FUNDING FOR CITY PROJECT }  
 NO. 20-013 "WATER AND SEWER MAIN }  
 EXTENSIONS – N. GOLDEN STATE }  
 BOULEVARD" IN FISCAL YEAR 2023-24 }  
 \_\_\_\_\_ }  
 }

RESOLUTION NO. 2023-

**WHEREAS**, a construction contract for City Project No. 20-013 "Water and Sewer Main Extensions – N. Golden State Boulevard" was awarded by City Council on June 28, 2022 to Rolfe Construction, Inc. of Atwater, California in the amount of \$2,366,102; and

**WHEREAS**, the awarded contract's design includes extensions of water and sewer mains on Golden State Blvd. from Atherstone Road to north of City limits to the Price Ford dealership; and

**WHEREAS**, Rolfe Construction provided a project schedule in January 2023 indicating the project would be completed by April 2023; and

**WHEREAS**, Staff planned and developed the budget for Fiscal Year 2023-24 based on its understanding of the contractor's schedule in Spring 2023 and thus did not recommend any allocation for this project in the Fiscal Year 2023-24 budget; and

**WHEREAS**, the construction schedule was delayed as a result of an unprecedented rainy season, unexpected soil conditions, and suspending pavement rehabilitation work until such time that private developers could install water and sewer utility stubs, avoiding the need for trench cuts at a later time and preserving the integrity of the roadway; and

**WHEREAS**, funds need to be appropriated to compensate the contractor for its work performed since July 1, 2023; and

**WHEREAS**, per the breakdown of project costs by type, the construction of the project is to funded 58% from Fund 412 "Sewer Construction" and 42% from Fund 421 "Water Line Construction" and which amounts are proposed as per the table below; and

Original Contract Sum – <i>Rolfe Construction</i>	\$ 2,366,102.00	A
Approved Construction Contingency	\$ 236,000.00	B
Contract amount paid through end of Fiscal Year 2022-23 – <i>Rolfe Construction</i>	\$ 1,914,528.67	C
Construction Inspection and Project Management in Fiscal Year 2023-24 – <i>City Engineering</i>	\$5,000.00	D
Total Funding Needed in Fiscal Year 2023-24	\$692,573.33	E = (A + B) - C + D
Total Funding Needed in Fiscal Year 2023-24 (Rounded)	\$693,000.00	F = E (rounded)
Re-appropriation from Fund 412 unallocated reserves (58%)	\$401,940.00	G = F * 0.58
Re-appropriation from Fund 421 unallocated reserves (42%)	\$291,060.00	H = F * 0.42

**WHEREAS**, the proposed unallocated reserve funds are available for use.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby re-appropriate \$401,940 to account number 412-51-536.51270 “Construction Project” from Fund 412 “Sewer Construction” unallocated reserves and re-appropriate \$291,060 to account number 421-52-552.51270 “Construction Project” from Fund 421 “Water Line Construction” unallocated reserves to provide adequate funding for City Project No. 20-013 “Water and Sewer Main Extensions – N. Golden State Boulevard” in Fiscal Year 2023-24

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 12<sup>th</sup> day of September, 2023, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

\_\_\_\_\_  
Julie Christel, City Clerk,  
City of Turlock, County of Stanislaus,  
State of California

# **City Council Staff Report**

## **September 12, 2023**



---

From: Katie Quintero, Development Services Director  
Prepared by: Katie Quintero, Development Services Director  
Agendized by: Reagan M. Wilson, City Manager

### **1. ACTION RECOMMENDED:**

Resolution: Approving the Fiscal Year 2022-2023 Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant Program (CDBG), CDBG-CARES and HOME Investment Partnership Program (HOME), and authorizing submission of the CAPER to the United States Department of Housing and Urban Development (HUD), and authorizing the City Manager to execute related necessary documents.

### **2. SYNOPSIS:**

Approving the submission of the Fiscal Year 2022-2023 Consolidated Annual Performance and Evaluation Report (CAPER) to the United States Department of Housing and Urban Development (HUD) for the Community Development Block Grant Program (CDBG), CDBG-CARES and HOME Investment Partnership Program (HOME).

### **3. DISCUSSION OF ISSUE:**

The CAPER is a report required of HUD Entitlement Jurisdictions on the accomplishments and progress made towards fulfilling the goals of the adopted Consolidated Plan (Con Plan). This required report discusses program outcomes for the 2022-2023 fiscal year utilizing Federal Community Development Block Grant (CDBG), CDBG-CARES, and HOME Investment Partnerships Program (HOME). The City of Turlock is a direct entitlement City for CDBG funds and also served as the lead agency for HOME funds for the City of Turlock/Stanislaus County HOME Consortium (Consortium). Consortium members include the jurisdictions of Turlock, Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, County of Stanislaus unincorporated areas, and Waterford. Stanislaus County's jurisdiction is comprised of the unincorporated County containing sixteen communities.

As a CDBG entitlement community and the lead agency in the Turlock HOME Consortium, the City of Turlock is required annually to complete a CAPER in the reporting format required by HUD. The City does not currently receive Emergency Shelter Grant (ESG) funding. ESG funds are received and managed by Stanislaus County. This report is the City's CAPER for CDBG and HOME Consortium programs for the Fiscal Year 2022 (PY2022) (July 1, 2022 to June 30, 2023).

Prior to the end of each federal fiscal year, HUD requires a jurisdiction to submit a Consolidated Annual Performance Evaluation Report (CAPER) which describes the activities undertaken in the Annual Action Plan and the resulting accomplishments during the reporting period. It is HUD's direction that the Five-Year Consolidated Plan and the Annual Action Plans guide the allocation of resources and other investment decisions made by the City to assist lower income Turlock residents and neighborhoods. In turn, the CAPER then demonstrates how the resources were utilized according to the priorities established in the Consolidated Plan

The City's Consolidated Plan identifies as high priority needs: Public infrastructure, Affordable Housing, Public Services, Community Emergency Responses (CDBG-CARES) and Homeless services. Consistent with the priorities outlined in the Consolidated Plan, during the 2022-2023 fiscal year, the City undertook the following activities:

- The City continued to administer a First Time Home Buyers Program for low-income first-time homebuyers which provides low interest loans to qualified clients. The program is funded with HOME, CalHome, State Home, and CDBG. Unfortunately, during this current year, neither Turlock nor its Consortium members assisted any income eligible homebuyers. This was due to the low housing inventory and the high cost of housing in Stanislaus County, the annual expected progress toward the program goal was not reached. Staff is currently re-evaluating the structure of the First Time Home Buyer Program to determine if the criteria can be updated to make the program more viable.
- The City acquired one property, developed with two single family homes and worked with an outside agency to house two Veteran, income eligible families in each house.
- The City closed out the rehabilitation of one single family home purchased by the City previously. The house is currently occupied by an income eligible family.
- The City continued offering a Housing Rehabilitation Program for both owner and renter occupied homes, for the repair of homes within the City

and assisted income eligible clients including the elderly, handicapped and other special needs populations to improve housing conditions. The City offered loans and grants to maintain single and multifamily affordable housing stock. During this past fiscal year, the department provided one combined grant and loan to one resident.

- The City continued offering Public Service grants to assist agencies to provide assistance to low- and moderate-income persons who are in need of services such as food, shelter, and youth services. Seven (7) Public Service grants were awarded to qualifying non-profit agencies. A total of \$65,800.25 was expended and a total of 773 unduplicated clients were served. The agencies provided services that were consistent with the goals and objectives of the Consolidated Plan and served low/moderate income households/persons in Turlock. Services included a shelter for homeless adult men, senior meals, emergency food boxes, youth recreation, homeless youth outreach and senior eye care.

**4. BASIS FOR RECOMMENDATION:**

A. HUD has awarded the City of Turlock CDBG, CDBG-CARES and HOME Consortium federal funds to carry out activities that benefit low- and moderate-income persons. The proposed Consolidated Annual Performance and Evaluation Report (CAPER) is the annual report required by HUD to report on the outcomes of the federal funds expended for the proposed activities. Staff recommends approval of the CAPER and its submission to HUD.

**5. FISCAL IMPACT / BUDGET AMENDMENT:**

**Fiscal Impact**

No impact on the City's General Fund budget. The FY 2022-2023 activities were funded with CDBG, CDBG-CARES, CalHome, State HOME, and or HOME Consortium funds. Appropriate funds were budgeted in that fiscal year to cover these activities.

**6. Staff recommendation:**

Staff recommends approval of the 2022-2023 CAPER

**7. CITY MANAGER'S COMMENTS:**

Recommend Approval.

**8. ENVIRONMENTAL DETERMINATION:**

Preparation and submission of the annual CAPER to HUD does not require environmental review. The CAPER does not approve any projects or expenditure of any funds.

**9. ALTERNATIVES:**

A. The City Council could choose not to approve the proposed Consolidated Annual Performance and Evaluation Report (CAPER) and not approve submittal of the CAPER to HUD. This alternative is not recommended as the City of Turlock and the HOME Consortium will not be following the reporting requirements to Housing and Urban Development (HUD) and would jeopardize future funding.

B. The City Council can make comments on the CAPER which can be incorporated into the plan prior to its submittal to HUD.

**10. ATTACHMENTS:**

A- Resolution

B- Consolidated Annual Performance and Evaluation Report



**BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK**

**IN THE MATTER OF APPROVING THE }  
FISCAL YEAR 2022-2023 CONSOLIDATED }  
ANNUAL PERFORMANCE AND }  
EVALUATION REPORT (CAPER) THE }  
COMMUNITY DEVELOPMENT BLOCK }  
GRANT PROGRAM (CDBG), CDBG-CARES }  
AND HOME INVESTMENT PARTNERSHIP }  
PROGRAM (HOME), AND AUTHORIZING }  
SUBMISSION OF THE CAPER TO THE }  
UNITED STATES DEPARTMENT OF }  
HOUSING AND URBAN DEVELOPMENT }  
(HUD), AND AUTHORIZING THE }  
CITY MANAGER TO EXECUTE ALL }  
RELATED NECESSARY DOCUMENTS }  
\_\_\_\_\_ }**

**WHEREAS**, the City of Turlock receives federal grant funds from the United States Department of Housing and Urban Development (HUD) for affordable housing and related activities with the City of Turlock; and

**WHEREAS**, the City of Turlock is an entitlement City under the Community Development Block Grant (CDBG); and

**WHEREAS**, the City of Turlock, as the Lead of the City of Turlock/Stanislaus County HOME Consortium is responsible for management and expenditures of funding from the grants received from fiscal year 2000-2001 through 2022-2023; and

**WHEREAS**, the Housing and Community Development Act of 1974, as amended, requires local governments to formulate a Consolidated Plan as part of the eligibility requirements for CDBG and HOME funds; and

**WHEREAS**, the Consolidated Plan is a five-year strategy to address community needs as identified by staff and community residents; and

**WHEREAS**, the Consolidated Annual Performance and Evaluation Report (CAPER) is the tool used by HUD to report on the progress made in accomplishing the goals set forth in the Five (5) year Consolidated Plan and in the Annual Action Plan for the CDBG, CDBG-CARES, and HOME funds; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby approve the Fiscal Year 2022-2023 Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant Program (CDBG), CDBG-CARES and HOME Investment Partnership Program (HOME), and authorizes submission of the CAPER to the United States Department of Housing and

Urban Development (HUD), and authorizes the City Manager to execute related necessary documents.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 12<sup>th</sup> day of September, 2023, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

---

Julie Christel, City Clerk,  
City of Turlock, County of Stanislaus,  
State of California



DRAFT CAPER  
For public comments

# Consolidated Annual Performance and Evaluation Report (CAPER) Fiscal Year 2022-2023 (July 1, 2022 through June 30, 2023)

## City of Turlock and Turlock/Stanislaus County HOME Consortium



Prepared by:

City of Turlock

### Housing Program Services Division

156 South Broadway, Suite 140, Turlock, CA 95380  
(209) 668-5610, Fax (209) 668-2120, TDD 1 800 735-2929  
Website: [www.cityofturlock.org](http://www.cityofturlock.org)

Approval by Council on September 12, 2023 (pending)



## HOME CONSORTIUM MEMBERS

### CITY OF CERES

Mayor Javier Lopez  
Councilmember James Casey  
Councilmember Rosalinda L. Vierra  
Councilmember Bret Silveira  
Councilmember Daniel A. Martinez  
[www.ci.ceres.ca.us](http://www.ci.ceres.ca.us)

### CITY OF RIVERBANK

Mayor Richard D. O'Brian  
Vice Mayor Rachel Hernandez  
Councilmember Luis Uribe  
Councilmember Leanne Jones Cruz  
Councilmember Darlene Barber-Martinez  
[www.riverbank.org](http://www.riverbank.org)

### CITY OF HUGHSON

Mayor George Carr  
Mayor Pro Tem Ramon Bawanan  
Councilmember Samuel Rush  
Councilmember Julie Ann Strain  
Councilmember Randy Crooker  
<http://hughson.gov>

### STANISLAUS COUNTY BOARD OF SUPERVISORS

District 1 Buck Condit  
District 2 Vito Chiesa  
District 3 Terry Withrow  
District 4 Mani Grewal  
District 5 Chance Condit  
[www.stancounty.com](http://www.stancounty.com)

### CITY OF NEWMAN

Mayor Casey Graham  
Councilmember Scott Ball  
Councilmember Shane Tomlinson  
Councilmember Laroy McDonald  
Councilmember John Pimentel  
[www.cityofnewman.com](http://www.cityofnewman.com)

### CITY OF TURLOCK

Mayor Amy Bublak  
Vice Mayor Pam Franco  
Councilmember Kevin Bixel  
Councilmember Rebecka Monez  
Councilmember Cassandra Abram  
[www.cityofturlock.org](http://www.cityofturlock.org)

### CITY OF OAKDALE

Mayor Cheryllyn Bairos  
Mayor Pro Tem Christopher Smith  
Councilmember Bob Amaral  
Councilmember Fred Smith  
Councilmember Kayleigh Gilbert  
[www.oakdalegov.com](http://www.oakdalegov.com)

### CITY OF WATERFORD

Mayor Charlie Goeken  
Vice Mayor Jill Kitchens  
Councilmember Jamie Hilton  
Councilmember Christine Harris  
Councilmember Elizabeth Talbott  
[www.cityofwaterford.org](http://www.cityofwaterford.org)

### CITY OF PATTERSON

Mayor Michael Clauzel  
Councilmember Shivaugn Alves  
Councilmember Jessica Romero  
Councilmember Dominic Farinha  
Councilmember Carolos Roque  
[www.ci.patterson.ca.us](http://www.ci.patterson.ca.us)

# Table of Contents

Introduction .....	4
CR-05 Goals and Outcomes.....	5
CR-10 Racial and Ethnic composition of families assisted .....	10
CR-15 Resources and Investments .....	11
CR-20 Affordable Housing .....	17
CR-25 Homeless and Other Special Needs .....	19
CR-30 Public Housing .....	21
CR-35 Other Actions.....	22
CR-40 Monitoring .....	25
CR-45 CDBG .....	26
CR-50 HOME .....	26

## Attachments

- Attachment 1- IDIS CDBG PR26 Report
- Attachment 2- Public Notices
- Attachment 3- Public Service Projects
- Attachment 4- IDIS CDBG-CV PR26 Report

## Introduction

The 2022-2023 Consolidated Annual Performance and Evaluation Report (CAPER) constitutes the third reporting period (from July 1, 2022 to June 30, 2023) of the Five-Year Consolidated Planning period. The City of Turlock (City) is the recipient of federal Community Development Block Grant (CDBG) funding including CDBG CARES (CDBG-CV), and served as the lead agency for the City of Turlock/Stanislaus County HOME Investment Partnerships Program (HOME) Consortium (Consortium). The United States Department of Housing and Urban Development (HUD) provides these funds to the City on a formula basis.

HUD requires the City to prepare and submit a Consolidated Plan and Annual Action Plans to inform HUD on how the allocated grant funding will be used. At the end of each fiscal year, HUD requires this annual CAPER report, to report on the progress made in accomplishing the goals set forth in the Consolidated Plan and Annual Action Plan for CDBG and HOME funds.

The City utilized other Federal, State and local resources, including CalHome and Successor Agency funds to address housing and community development priority needs identified in the Consolidated Plan. The CAPER identifies the programs and activities the City undertook during the Program Year (also known as fiscal year) to meet underserved needs identified in the Consolidated Plan. In addition, the CAPER discusses the actions the City took to address the following: lead based paint hazards, barriers to affordable housing, households at or below the poverty level and fair housing.

Stanislaus County is recognized as an eligible Urban County by the U.S. Department of Housing and urban Development (HUD). The Urban County is comprised of Stanislaus County unincorporated communities and the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, and Waterford, collectively hereafter referred to as the Stanislaus Urban County. The City of Turlock partnered with the Stanislaus Urban County to form the City of Turlock/Stanislaus County HOME Consortium (Consortium).

### Recurring Acronyms in this Report:

- **AAP**- Annual Action Plan
- **CAPER**-Consolidated Annual Performance and Evaluation Report
- **CDBG**- Community Development Block Grant
- **CDBG-CV**- Community Development Block Grant-CARES
- **CHDO**- Community Housing Development Organization
- **CoC**- Continuum of Care
- **Consortium**- City of Turlock/Stanislaus County HOME Consortium
- **ESG**- Emergency Shelter Grant
- **FTHB**- First Time Home Buyer
- **FY** – Fiscal Year (July 1 to June 30). Also known as the Program Year.
- **HOME**- HOME Investment Partnership Program
- **HOME-ARP**- HOME Investment Partnership Program-American Rescue Plan.
- **HUD**- Housing and Urban Development
- **IDIS**- Integrated Disbursement and Information System
- **PI**- Program Income (revenue from grant funds)
- **SRHA**-Stanislaus Regional Housing Authority

As the lead agency, the City of Turlock administers the HOME program for the Urban County and reports comprehensive HOME activity for the partnering jurisdictions as part of the City of Turlock's CAPER.

The City of Turlock and Consortium have successfully completed the third year of its FY 2020-2021 to FY 2024-2025 Consolidated Plan. The Plan is a reflection of the Consortium partners' community vision and outlines priority needs, goals and objectives adopted to achieve the vision.

The overall goal of the community planning and development programs covered in the Plan is to develop viable communities by providing decent, safe and sanitary housing; promoting suitable living environment and expanding economic opportunities for low and moderate income persons.

This CAPER also provides a summary of the resources available, the programmatic accomplishments in affordable housing, and the community development activities during the 2022-2023 fiscal year (July 1, 2022 through June 30, 2023) for the City of Turlock and the City of Turlock/Stanislaus County HOME Consortium.

Specific Fiscal Year 2022-2023 projects and their accomplishments are identified in the respective program sections of this document. The format of this document is designed after a HUD document template that includes a series of questions in relation to specific funding programs (CDBG, HOME, etc.). Responses to those questions are provided directly below each question.

## CR-05 – Goals and Outcomes

### **Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)**

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

This report discusses program outcomes for the 2022-2023 fiscal year utilizing Federal Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME). Turlock (City) is a direct entitlement city for CDBG funds and also serves at the lead agency for HOME funds for the City of Turlock/Stanislaus County HOME Consortium (Consortium). Consortium members include the jurisdictions of Turlock, Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, County of Stanislaus unincorporated areas, and Waterford. Stanislaus County's jurisdiction is comprised of the unincorporated County containing sixteen communities.

The City continues to make progress with these funds in increasing the supply of affordable housing, homeownership, rehabilitation, public facilities, and increasing public services. The City works toward affirmatively furthering fair housing. In addition to the data provided below, this CAPER discusses affordable housing outcomes, homelessness and special needs activities, and other City actions in furtherance of the City's HUD Annual Plan Goals and Objectives.

Consistent with the priorities outlined in the Consolidated Plan, during the 2022-2023 fiscal year, the City and the Consortium undertook the following activities that addressed the housing needs:

- FTHB: The City and Consortium continued to administer a First Time Home Buyers (FTHB) Program for low-income, first time homebuyers which provides low interest loans to qualified clients to purchase a home. The City of Turlock utilized various resources including the HOME Program, CDBG, and CalHome to fund the program. Turlock and the Consortium members unfortunately did not provide any First Time Home buyer loans.

- Rehabilitation: The City continued offering a Housing Rehabilitation Program, for the repair of homes within the City and assists income eligible clients including the elderly, handicapped and other special needs, improving housing conditions. The program was able to provide one owner-occupied rehabilitation loan. Forgivable Loans are often used in concert with the rehabilitation loans that are provided for rehabilitation work to remedy code violations and accessibility items for seniors, disabled and income eligible families. The Forgivable Loan amount cannot exceed \$20,000. Families are only eligible to receive the Forgivable Loan funding on a one time basis, even if the maximum limit was not received. Forgivable Loan funding can be combined with other rehabilitation program funding and forgiven over a five-year period as long as all the terms of the loan are met.
- Acquisitions of single-family units for rehabilitation and sale to eligible first-time home buyers. The rehabilitation should be completed in fiscal year 2023-2024.
- Acquisition and rehabilitation of a single-family home, occupied by income eligible family. Will be proposed for sale to a qualified non-profit in fiscal year 2023-2024.
- Acquisition of two single-family homes on one parcel, occupied by two income eligible families. Will be proposed for sale to a qualified non-profit in fiscal year 2023-2024.
- Public Service Grants including fair housing: The City provides funding annually to non-profit agencies to provide eligible public service activities including fair housing services. A total of seven (7) Public Service grants were awarded to qualifying non-profit agencies.



**Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)**

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee’s program year goals.

Goal	Category	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Admin	Administration	Other	Other	N/A	N/A	N/A	N/A	N/A	N/A
Community Emergency Response Program	Non-Housing Community Development	Public Service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	150	39	26.00%	0	0	0%
Improve Infrastructure and Public Facilities	Non-Housing Community Development	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	400	0	0.00%	1	0	0%
Increase and Improve Supply of Affordable Housing	Affordable Housing	Rental units rehabilitated	Household Housing Unit	40	0	0.00%	10	2	20%
Increase and Improve Supply of affordable Housing	Affordable Housing	Homeowner Housing Rehabilitated	Household Housing Unit	50	13	26.00%	14	1	8%

Increase and Improve Supply of affordable Housing	Affordable Housing	Direct Financial Assistance to Homebuyers	Households Assisted	50	2	4.00%	12	0	0%
Provide Public Services	Homeless Non-Homeless Special Needs	Public service activities other than low/Moderate Income Housing Benefit	Persons Assisted	3500	2400	68.57%	1,594	773	49%
Provide Public Services	Homeless Non-Homeless Special Needs	Public Service for activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0	0.00%	0	0	0%
Work to End and Prevent Homelessness	Homeless	Homeless Person Overnight Shelter	Persons Assisted	1000	289	28.90%	275	330	120%

**Table 1 - Accomplishments – Program Year & Strategic Plan to Date**

**Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.**

The City's Consolidated Plan identifies Public infrastructure, Affordable Housing, Public Services, and Homeless services as a high priority needs. Consistent with the priorities outlined in the Consolidated Plan, during the 2022-2023 fiscal year, the City undertook the following activities that addressed the housing needs:

- The City continued to administer a First Time Home Buyers Program for low-income first-time homebuyers which provides low interest loans to qualified clients. The program is funded with HOME, CalHome, State Home, and CDBG. Unfortunately, the City was not able to assist any homebuyers this fiscal year. Due to the high cost of housing in Stanislaus County, the annual expected progress toward the program goal was not reached. Staff continues to market the program with realtors and lenders.
- The Consortium members continued to administer First Time Home Buyers Programs to provide down payment assistance to low income buyers using HOME funds. Consortium members were not able to assist any clients. Due to the high cost of housing in Stanislaus County, the annual expected progress toward the program goal was not reached. Staff continues to market the program with realtors and lenders.
- Staff continues to market the Rehabilitation program to reach the strategic plan goals.
- The City continued offering a Housing Rehabilitation Program for both owner and renter occupied homes, for the repair of homes within the City and assists income eligible clients including the elderly, handicapped and other special needs, improving housing conditions. The City offers loans and grants to maintain single and multifamily affordable housing stock. The City completed one home-owner occupied rehabilitation project.
- The City continued offering Public Service grants to assist agencies to provide assistance to low and moderate income persons who are in need of services such as food, shelter, and youth services. A total of seven (7) Public Service grants were awarded to qualifying non-profit agencies totaling \$85,000 (\$65,800.25 expended). The agencies provided services that were consistent with the goals and objectives of the Consolidated Plan and served low/moderate income households/persons in Turlock. Services included a cold winter shelter for homeless adults, senior meals, emergency food boxes, youth recreation, homeless youth outreach, homeless housing counseling, and eye care for older residents.
- The City will continue to encourage private, for-profit and non-profit developers to construct affordable rental housing utilizing Low-income Housing Tax Credits, HOME, Mortgage Revenue Bonds, Section 202 and the Affordable Housing Goals outlined in the Housing Element. The City may provide incentives such as impact fee deferrals/financing and density bonuses to assist developers in achieving affordable rents.

**CR-10 – Racial and Ethnic composition of families assisted**

**Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)**

	<b>CDBG</b>	<b>HOME</b>	<b>ESG</b>
White	REHAB 3 FTHB 0 PS 647	0	0
Black or African American	Rehab 1, PS 53	0	0
Asian	PS 35	0	0
American Indian or American Native	PS 10	0	0
Native Hawaiian or Other Pacific Islander	PS 1	0	0
American Indian or Alaska Native & white	PS 0	0	0
Asian & White	PS 0	0	0
Black or African American & White	PS 4	0	0
American Indian or Alaska Native & White	PS 0	0	0
Balance/Other	PS 23	0	0
<b>Total</b>	<b>777</b>	<b>0</b>	<b>N/A</b>
Hispanic	Rehab 0 FTHB 0 P/S 353 =353	0	0
Not Hispanic	421	0	0

**Table 2 – Table of assistance to racial and ethnic populations by source of funds**

**Narrative**

The City of Turlock and Consortium identifies priority need and offers services and programs to eligible households regardless of race or ethnicity. This table is generated by the HUD CAPER template and the information reported reflects demographic information provided by participants and recorded in the HUD reporting system. The City of Turlock does not receive Emergency Shelter Grant (ESG) funding.

For Turlock’s CDBG Public Service Grants to non-profit agencies, 773 unduplicated clients were served. Of them 647 were White, 53 were Black or African American, 35 were Asian, 10 were American Indian/Alaskan Native, 1 was Native Hawaiian or Other Pacific Islander, 0 were American Indian or Alaska Native & White, 0 were Asian and White, 4 were Black or African American & White, 0 were American Indian or Alaska Native & Black or African American and 23 were Other breakdowns. Of them 169 were over 62 years old, 374 were people with disabilities and 39 had a female head of household. Not all races are listed in the table above.

According to the April 1, 2020 Census, persons who categorized themselves as white (single race) represented 72.2 percent of the Turlock population and 82.5 percent of the Stanislaus County population. In the City 40.1 percent of the population are of Hispanic origin (of any race), versus 49.5 percent in the County. For more detailed demographic information see the census website at <http://census.gov>.

**CR-15 – Resources and Investments 91.520(a)**

**Identify the resources made available**

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	Federal	2,467,378	2,051,482 (draft estimate)
HOME	Federal	3,457,391	677,452 (draft estimate)
Other (CDBG-CV)	Federal	767,381	0

**Table 3 - Resources Made Available**

**Narrative**

The City of Turlock receives entitlement Community Development Block Grant (CDBG) funds. The City of Turlock/Stanislaus Urban County HOME Consortium receives HOME Investment Partnerships Program (HOME) funds. The City of Turlock does not receive Emergency Shelter Grant (ESG) funding.

**Identify the geographic distribution and location of investments**

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Ceres	10	0	No projects completed
Hughson	14	0	No projects completed
Newman	10	0	No projects completed
Oakdale	09	0	No projects completed
Patterson	09	0	No projects completed
Riverbank	09	0	No projects completed
Turlock	16	100	Acq/Rehab projects
Unincorporated Stanislaus County	09	0	No projects completed
Waterford	14	0	No projects completed

**Table 4 – Identify the geographic distribution and location of investments**

**Narrative**

The City of Turlock utilized resources from the Federal government, to support housing and community development activities during fiscal year 2022-2023. These resources were leveraged with investments made by private and non-profit organizations. The following section describes each funding source used during the year.

HUD requires expenses, activities, and accomplishments to be logged into its computerized online reporting system known as the Integrated Disbursement and Information System (IDIS). Expenses in the IDIS reports may not correspond to numbers in this CAPER report due to funds not being drawn down within the fiscal year. CDBG funding expenditures are summarized in the IDIS PR26 report attached to this CAPER report. The City of Turlock advances city funds to Consortium members, and then draws funds down in IDIS to reimburse the city. Turlock does not fund the activities in IDIS until the project draws are internally processed.

The City acquired property which will be used to address the needs as stated in accordance with the plan. No other publicly owned land was available to utilize in order to meet additional goals in the plan.

#### Community Development Block Grant (CDBG) Program

CDBG funds are made available to the City on an entitlement basis. The exact amount of funds allocated to the City is based on a HUD formula. In Fiscal Year 2022-2023, the City's entitlement allocation was \$627,012. The entitlement allocation was appropriated for a variety of housing-related and community development projects benefitting low and moderate-income families.

#### Community Development Block Grant -CARES (CDBG-CV) Program

CDBG-CV funds were not utilized in fiscal year 2022-2023. In Fiscal Year 2022-2023 the amount available was \$767,381. Funds will be reprogrammed for eligible activities in Fiscal Year 2023-2024.

#### HOME Investment Partnership (HOME) Program

As the lead agency, in Fiscal Year 2022-2023, the City received an allocation of \$1,730,311 on behalf of the City of Turlock/Stanislaus County HOME Consortium (Consortium). These funds are being used to preserve and expand the availability of affordable housing to benefit low income families.

#### Housing Choice Voucher (previously known as Section 8 rental assistance)

The Stanislaus Regional Housing Authority administers the Housing Choice Voucher rental subsidy program for most Stanislaus County jurisdictions, including the City of Turlock. The program is a federally funded, locally administered rental assistance program for low-income families, senior citizens, persons with disabilities, and veterans.

#### State Funding Sources (CalHome and State HOME)

The State of California Department of Housing and Community Development (HCD) is the State agency that provides funding for different affordable housing projects and programs. The City of Turlock was awarded CalHome and State HOME funds and uses them for First Time Home Buyer down payment assistance.

#### Emergency Solution Grant (ESG)

The City of Turlock does not receive ESG funding.

### Leveraging

**Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.**

The City has actively sought funding sources in addition to CDBG and HOME to leverage its resources. Funds which were available during the fiscal year were CalHome, State HOME, Low-income Housing Tax Credits, Successor Agency funds, and local developer contributions.

#### State Funding- CalHome

The City applied for and was awarded the 2008, 2011, and 2012 CalHome funds to fund First Time Home Buyer (FTHB) loans. In fiscal year 2022-2023, no loans were provided. A total of 53 loans have previously been provided using the CalHome grant funds. The CalHome grants have expired, but the City will be able to use loan payment revenue (reuse funds) for future loans.

**State Funding- State Home Program**

The City applied for and was awarded several State HOME grants to fund First Time Home Buyer (FTHB) loans prior to becoming a Consortium member. The City utilizes program income generated from past loan payments to provide additional first time home buyer loans to qualified clients in accordance with the grant requirements.

**Consortium Leveraging**

For the Turlock/Stanislaus County HOME Consortium, each member jurisdiction historically has leveraged their HOME allocation with local Redevelopment Agency funds/Successor Agency funds, Low Income Housing Tax Credits, CalHome, Neighborhood Stabilization Program (NSP) and Housing Choice Voucher funds (previously known as Section 8). The Consortium allocates HOME funds on a formula basis to the Consortium members. Consortium members include the jurisdictions of Turlock, Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, County of Stanislaus unincorporated areas, and Waterford. Stanislaus County's jurisdiction is comprised of the unincorporated County containing sixteen communities.

**Matching for the HOME Program**

Unless granted a waiver, the Consortium must match 25 cents for each dollar of HOME funds spent on affordable housing. Match contributions made in excess of match obligations may be carried forward as match credit toward meeting obligations incurred in future years. The match is tracked by Federal fiscal year (October 1-September 30). Eligible forms of matching contributions are regulated by HUD. Consortium members take advantage of eligible sources of matching towards projects to meet the matching requirements. See the table below for HOME matching information.

<b>Fiscal Year Summary – HOME Match</b>	
1. Excess match from prior Federal fiscal year	4,665,381
2. Match contributed during current Federal fiscal year	0
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	4,665,381
4. Match liability for current Federal fiscal year	0
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	4,665,381

**Table 5 – Fiscal Year Summary - HOME Match Report**

<b>Match Contribution for the Federal Fiscal Year</b>								
<b>Project No. or Other ID</b>	<b>Date of Contribution</b>	<b>Cash (non-Federal sources)</b>	<b>Foregone Taxes, Fees, Charges</b>	<b>Appraised Land/Real Property</b>	<b>Required Infrastructure</b>	<b>Site Preparation, Construction Materials, Donated labor</b>	<b>Bond Financing</b>	<b>Total Match</b>
None	N/A	0	0	0	0	0	0	None

**Table 6 – Match Contribution for the Federal Fiscal Year**

**HOME MBE/WBE report**

<b>Program Income – Enter the program amounts for the reporting period</b>				
<b>Balance on hand at beginning of reporting period</b>	<b>Amount received during reporting period</b>	<b>Total amount expended during reporting period</b>	<b>Amount expended for TBRA</b>	<b>Balance on hand at end of reporting period</b>
<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

**Table 7 – Program Income**



<b>Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period</b>						
	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
<b>Contracts</b>						
Dollar Amount	0	0	0	0	0	0
Number	0	0	0	0	0	0
<b>Sub-Contracts</b>						
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0
	Total	Women Business Enterprises	Male			
<b>Contracts</b>						
Dollar Amount	0	0	0			
Number	0	0	0			
<b>Sub-Contracts</b>						
Number	0	0	0			
Dollar Amount	0	0	0			

**Table 8 – Minority Business and Women Business Enterprises**

<b>Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted</b>						
	Total	Minority Property Owners				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

**Table 9 – Minority Owners of Rental Property**

<b>Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition</b>		
Parcels Acquired	0	0
Businesses Displaced	0	0
Nonprofit Organizations Displaced	0	0
Households Temporarily Relocated, not Displaced	0	0

Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

**Table 10 – Relocation and Real Property Acquisition**

CR-20 – Affordable Housing 91.520(b)

**Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.**

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
<b>Total</b>	<b>0</b>	<b>0</b>

**Table 11 – Number of Households**

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	10	1
Number of households supported through Acquisition of Existing Units	3	3
<b>Total</b>	<b>21</b>	<b>4</b>

**Table 12 – Number of Households Supported**

**Discuss the difference between goals and outcomes and problems encountered in meeting these goals.**

Turlock’s Strategic Plan outlines the City’s plans to assist in the development of affordable housing through First Time Home Buyer loans under the HOME program. Due to market housing availability and prices, most home purchase prices in Turlock exceed the maximum purchase price allowed by United States Department of Housing and Urban Development (HUD), making it difficult for our buyers to either locate a property or locate a property within their price range. To help our buyers, the City prepared a market study, to increase the purchase price limit.

As for affordable housing development, unfortunately, the City does not receive sufficient CDBG funds to construct affordable housing given its high cost (i.e. land, construction, permit fees, etc.). There are simply not enough funds available from the yearly CDBG allocation to meet these and other needs in the community.

To continue providing and creating affordable units, the City acquired properties which consists of multi-family and single-family units. The rehabilitations are expected to be completed in fiscal year 2023-2024.

**Discuss how these outcomes will impact future annual action plans.**

The City plans to address housing needs, but without significant additional resources, the City will continue to focus CDBG and HOME dollars where they will do the most good for the low and moderate households. The City will continue to look for additional resources to support affordable housing.

**Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.**

<b>Number of Persons Served</b>	<b>CDBG Actual</b>	<b>HOME Actual</b>
Extremely Low-income (under 30%)	PS 705 + 1 Rehab	0
Low-income (30-80%)	PS 58 + 1 Rehab	0
Moderate-income (over 80%)	PS 10+ 2 Acq	0
<b>Total</b>	<b>777</b>	<b>0</b>

**Table 13 – Number of Persons Served**

**Narrative Information**

Consistent with the priorities outlined in the Consolidated Plan, during the 2022-2023 fiscal year, the City undertook the following activities that addressed the housing needs:

- The City continued to administer a First Time Home Buyers (FTHB) down payment assistance program for low-income which provide low interest loans. The program utilizes various home purchase assistance resources including the HOME, CDBG, State Home, and CalHome funding. Turlock was not able to an income eligible homebuyer utilizing HOME and CDBG funding.
- The Consortium members offered a First Time Home Buyers (FTHB) down payment assistance program for low-income which provide low interest loans. The program utilized HOME funding. No homebuyers were assisted.
- The City offered Public Service grants to seven (7) eligible non-profit agencies through CDBG funding to provide services to eligible clients.
- The City continued offering a Housing Rehabilitation Program, which is for repair of homes within the City and assists families at 80% or below of the Stanislaus County Median Area Income including elderly, handicapped and other special needs. One household was assisted.
- The Consortium offered a Housing Rehabilitation Program, which is for repair of homes within the City and assists elderly, handicapped and other special needs, improving housing conditions. Unfortunately, no families were assisted.

CR-25 – Homeless and Other Special Needs 91.220(d,e);  
91.320(d,e); 91.520(c)

**Evaluate the jurisdiction’s progress in meeting its specific objectives for reducing and ending homelessness through:**

**Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

Throughout Fiscal Year 2022-2023, the City of Turlock utilized Community Development Block Grant (CDBG) funds for Public Services to implement strategies to assist in addressing the City's Homeless population. This Fiscal Year, United Samaritans Foundation and We Care of Turlock received CDBG public services funding to provide homeless prevention, case management, food boxes, shelter, eye care, and re-housing services.

Center for Human Services provided Youth Street Outreach and engagement services targeting unaccompanied Turlock youth, ages 12-24 who are experiencing homelessness and are unsheltered. They partnered with other outreach teams and engaged youth experiencing homelessness.

We Care provides nightly shelter to single men and Turlock Gospel Mission provides nightly shelter to women, women with children, and men. We Care also started operating a day use navigation center to provide services during the day to men and women. The shelters provided case managers who work with each person or household to develop a goal-oriented housing action plan, which centers on identifying and connecting clients with any needed services such as obtaining birth certificates and social security cards as well as Temporary Assistance to Needy Families (TANF), Food Stamps, Veteran’s Benefits, budgeting, job training, employment opportunities, etc.

Family Promise is an interfaith hospitality network of local congregations that help reduce homelessness by providing the necessary resources to assist families transition from homelessness to self-sufficiency. Turlock has assisted Family Promise with three affordable housing units for housing of their clients.

HAVEN Women’s Shelter provides shelter to assist persons experiencing domestic violence, sexual assault, and human trafficking. In addition to shelter they advocate, provide support groups, legal services, and a clothes closet. The city has been able to assist HAVEN by providing an office space and a single-family home for sheltering of their clients.

The Consortium, in collaboration with the Stanislaus County Continuum of Care (CoC) has been making efforts to reduce chronic homelessness. The CoC developed a system for coordinated intake, assessment and referral that fully complies with the requirements of the CoC.

Through the use of its own Emergency Shelter Grant (ESG) funds, the Stanislaus Urban County provided funding to the CoC to assist with Homeless Management Information System (HMIS) data entry. This effort allowed client data from non-HUD funded homeless service providers to enter into HMIS, which will allow the CoC’s homeless data collection to act as a much more valuable tool for tracking individuals patterns into and out of homelessness.

Overall, the sub-committee made great strides toward improving data quality and the consistency of the intake process for shelter, homeless prevention, and rapid rehousing activities.

### **Addressing the emergency shelter and transitional housing needs of homeless persons**

Throughout Fiscal Year 2022-2023, the City of Turlock utilized CDBG Public Service grant funds to help implement strategies to assist in addressing the City's Homeless population. This Fiscal Year, We Care of Turlock provided an emergency shelter for men over 18 years of age from July 17, 2022 through June 30, 2023 with a limit of 49 beds. Warm meals were provided nightly by churches, organizations and individual families.

Also, in the community, Turlock Gospel Mission (TGM), in collaboration with faith-based groups, operated an emergency shelter for homeless women, women with children, and men in Turlock. TGM can serve up to 80 individuals. They provided food and other services to clients to help them find needed assistance. In addition, the City has worked with Family Promise, a family shelter, transitional housing and support service provider to add two units of transitional housing for homeless families.

### **Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs**

The City of Turlock provided public service grant funds to agencies that provided food, eye care, and other services that assisted persons to prevent homelessness. The City of Turlock is a member of the Stanislaus County Continuum of Care (CoC) which works with multiple agencies in the county. The CoC continues to make progress toward the ultimate goal of reducing the homeless population through a combination of efforts including emergency shelters, case management, supportive services, permanent supportive housing, rental assistance and transitional housing programs.

### **Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

In Fiscal Year 2022-2023, the City of Turlock partnered with service providers through the Community Development Block Grant (CDBG) Public Services Grant Program to provide direct and indirect services to homeless persons and families.

We Care of Turlock received CDBG Public Services funding to provide homeless prevention, case management and re-housing services. They provide guidance to assist clients with needs to get them closer to being able to participate in transitional housing opportunities.

TGM provides case managers who work with each person or household to develop a goal-oriented housing action plan, which centers on identifying and connecting clients with any needed services such as obtaining birth certificates and social security cards as well as Temporary Assistance to Needy Families (TANF), Food Stamps, Veteran's Benefits, budgeting, job training, employment opportunities, etc., as well as a clothing closet, and meal services.

Center for Human Services provided Youth Street Outreach and engagement services targeting unaccompanied Turlock youth, ages 12-24 who are experiencing homelessness and are unsheltered. They partnered with other outreach teams and engaged youth experiencing homelessness.

The City of Turlock is a member of the Stanislaus County Continuum of Care (CoC) which works with multiple agencies in the county. The CoC continues to make progress toward the ultimate goal of reducing the homeless population through a combination of efforts including emergency shelters, case management, supportive services, permanent supportive housing, rental assistance and transitional housing programs.

## CR-30 – Public Housing 91.220(h); 91.320(j)

### **Actions taken to address the needs of public housing**

The City of Turlock actively partners with the Continuum of Care (CoC) in all activities related to improving public housing and resident initiatives.

In California, public housing is administered directly through local Public Housing Authorities (PHAs). The Stanislaus Regional Housing Authority (SRHA) is the largest landlord of multi-family and single household public housing units for the lower income population of Stanislaus County. The HASC is committed to provide decent affordable housing to its residents and in doing so, the HASC keeps public housing units in favorable conditions so that its residents have a safe and healthy living environment.

### **Actions taken to encourage public housing residents to become more involved in management and participate in homeownership**

Since the City does not administer Public Housing Authority (PHA) funds, or have any oversight over PHA tenants, it has no actions directed specifically to public housing residents.

### **Actions taken to provide assistance to troubled PHAs**

Since the City does not administer Public Housing Authority (PHA) funds, it does not evaluate the status or condition of PHAs.

## **CR-35 – Other Actions 91.220(j)-(k); 91.20(i)-(j)**

### **Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)**

The City has worked to eliminate internal barriers to the development of affordable housing through the following continuing efforts:

- The City's CDBG Public Services allocations reflect the City's priorities in meeting underserved needs, such emergency shelter, homelessness prevention and rapid re-housing, food security, and youth.
- Providing funding for land acquisition, secondary financing, and infrastructure costs;
- Assisting qualified households to purchase homes utilizing the homebuyer assistance programs; and
- Continuing to work with non-profit housing agencies in the provision of supportive services and programs.

There is an ongoing gap in the availability of services across most categories of underserved needs, including seniors, persons with disabilities, individuals with chronic illness, persons with other conditions affecting their ability to function independently and productively, foster youth and homeless. The City continues to look at all avenues to ameliorate barriers to affordable housing. In addition, there is a need to link access to supportive services to affordable and appropriate housing.

### **Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)**

The City of Turlock partnered with Stanislaus County to prepare the Analysis of Impediments to Fair Housing (AI) and the Consolidated Plan to help address these needs. Staff reviewed the information and formulated actions to assist in addressing obstacles in meeting underserved needs.

For Fiscal Year 2022-2023, Turlock offered a total of \$85,000 in Public Service funds that were allocated based on a competitive grant process to which public service providers had the opportunity to apply for grants. A total of seven (7) grants were awarded to non-profits to provide services such as food assistance, shelter, recreation, homeless youth outreach, eye care, and fair housing services to underserved individuals.



**Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)**

The Health Services Agency of Stanislaus County is the lead agency for Stanislaus County in the identification, documentation and prevention of lead poisoning. The Childhood Lead Poisoning Prevention Program of Stanislaus County, administered through the Health Services Agency, becomes involved with childhood lead-based poisoning when notification of an elevated screening blood level is received either from the laboratory or physician. If the blood level is 10ug/dL (micrograms per deciliter), notification is made to the family. Once a child meets the case definition, an environmental investigation is performed by a Registered Environmental Health Specialist to determine, if possible, the source of lead exposure. The Stanislaus County Health Services Agency in partnership with the Department of Environmental Resources conducts the investigation of residences where children with elevated levels of lead reside.

The lead-based paint regulation that became effective April 22, 2010 added a requirement that requires contractors bidding on rehabilitation of homes built prior to 1978 provide documentation of Environmental Protection Agency (EPA) Lead Renovation and Repair and Painting certification. During the implementation of local housing rehabilitation programs, appropriate steps are taken when the presence of lead-based paint is detected. Steps include full encapsulation, complete abatement (removal), painting or spot repair (as per HUD-sponsored abatement course protocol).

The City continued to provide information regarding lead based paint hazards to City of Turlock program participants and enforce these requirements.

**Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)**

To reduce the number of persons living under poverty level, the City of Turlock in collaboration with the City of Modesto and Stanislaus County continued its partnership with local agencies and the Continuum of Care (CoC) to provide services and resources for families in need. As well as, provide a portion of Community Development Block Grant (CDBG) funding to various nonprofits that have a proven track record of assisting the homeless on their path towards toward work and full time housing.

Providing opportunities for low-income families to improve their economic status is an area of focus for the City, and is reflected in the City's Strategic Plan. The City leverages its federal grant funds from CDBG to increase the supply of affordable housing in our community. While the production and preservation of affordable housing on its own will not raise people's income or lift them from poverty, it contributes to stabilizing living expenses for low- income families, so that they have more discretionary income for other living expenses.

During fiscal year 2022-2023 the City allocated a total of \$85,000 in CDBG funds to community-based organizations for various programs including; assisting individuals and families experiencing homelessness or at risk of experiencing homelessness and low- and moderate-income individuals and families achieve self-sufficiency.

**Actions taken to develop institutional structure. 91.220(k); 91.320(j)**

The City works closely with Stanislaus County and its Urban County member cities. Staff from each jurisdiction meet on a regular basis to discuss relevant issues impacting all programs, receive training, and consolidate processes. Staff trade email on issues as they arise and seek help from each other to address pressing requirements of the programs. Staff from all the jurisdictions attend HUD sponsored training on an as needed basis, providing more depth in each agency's institutional knowledge and structure. These activities bring staff up-to-date on changes in federal program requirements, policy initiatives, and implementation guidance.

One of the major issues seen in the community is not a lack of agencies but a lack of funding for the agencies. Building the capacity of local nonprofits has also become an important issue for the Urban County and other entitlement cities. The City of Turlock is trying to assist agencies with building capacity. One of the methods the City of Turlock has used is acquiring properties that will be resold to non-profit agencies for affordable rental housing. The Urban County also has an excellent working relationship with both the cities of Turlock and Modesto, which are separate CDBG entitlement jurisdictions, to strategically prioritize projects and programs more efficiently and effectively for the region.

**Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)**

The City and County participate in the Continuum of Care (CoC), which establishes homeless policy for the use of federal funds. The organization provides structure for grant applications, funds the Homeless Management Information System (HMIS), and provides performance data to the County. The County and the City of Modesto are entitlement cities for the receipt and management of Emergency Solutions Grant (ESG) funds.

The City of Turlock participates in the Turlock Community Collaborative. Collaborative members include religious, non-profit, for-profit, and governmental agencies (local government and educational institutions). The Collaborative looks at coordinating efforts by its members to help in resolving immediate needs of the community. These needs may include food, shelter, counseling, medical, and education.

**Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)**

The City of Turlock partnered with Stanislaus County to prepare the Analysis of Impediments to Fair Housing (AI).

The City of Turlock provided a NOFA and planned for \$10,000 in public service grants for fair housing. The City has maintained fair housing information and resource links on the City website and has handouts and information available with fair housing information and resources in the office.

The City provides funds for a First Time Home Buyers (FTHB) down payment assistance program to help provide access to affordable housing. The City staff provides realtors, lenders, and client's program information and education to assist buyers using this program.

The City has actively sought funding sources in addition to CDBG and HOME to leverage its resources to provide affordable housing opportunities.

## CR-40 – Monitoring 91.220 and 91.230

### **Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements**

The City regularly monitors progress on activities carried out in the Annual Action Plan to ensure compliance with program requirements. Evaluation took place during the application and funding process, and after agreements have been executed. Funding and service agreements set clear performance measures, reporting procedures, timeliness, and budgets against which goals are and were measured. City staff regularly monitored compliance with contracting requirements and performance goals through the implementation and review of quarterly performance reports, reimbursement requests, and desk and on-site monitoring was limited. Where higher risks are considered to be present, program staff work more closely with the agencies during on-site visits to ensure that the project moves forward as smoothly as possible. City staff provided feedback to agencies regarding areas of concern, and findings where corrective action or improvements were required.

Staff also meets periodically with Consortium members to review financial items, update activity statuses, and complete project documentation. This ensures that all statutory and regulatory requirements are being met and that performance reports and all other information submitted to HUD is correct and complete.

### **Citizen Participation Plan 91.105(d); 91.115(d)**

#### **Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.**

Prior to the CAPER submission, the City publishes an English and Spanish public notice in a local newspaper of general distribution in Stanislaus County advising residents of the availability of the CAPER for public review and comment. The CAPER is available from the Housing Division office and it is posted on the City's website. The public can submit comments at the City offices or email them to the contact listed in the ad. Ad copies are attached to this report.

Public outreach has been held in accordance with the City and the Consortium's Citizen Participation Plan to provide an opportunity for community input into what services, projects, or activities the City undertook using Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) funds.

**CR-45 – CDBG 91.520(c)**

**Specify the nature of, and reasons for, any changes in the jurisdiction’s program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.**

The City has had no changes in program objectives during the program year. The City will consider potential changes to the plans for future program years to alleviate the problems experienced in the reporting process. HUD staff will be consulted for advice on how to proceed with any changes as needed.

<b>Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?</b>	No
--	----

**CR-50 – HOME 91.520(d)**

**Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations**

Please list those projects that should have been inspected on-site this program year based upon the schedule in §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

The Housing Division provided onsite monitoring for some of these HOME Investment Partnership Program (HOME) projects this fiscal year. Monitoring will continue to be conducted in the 2023-2024 fiscal year.

**Member Projects:**

- 209 3<sup>rd</sup> Street
- 808-810 S Soderquist Rd (in process)
- 736/738 Park St (2 units) (in process)
- 1540 Springville Way (in process)
- Avena Bella Phase II 500 W Linwood
- 1480 Lambert (in process)
- Ceres Farm Labor Projects
- Newman Family Apartments in Newman
- Las Palmas Senior Apartments in Patterson

**CHDO projects:**

- 401 N. Broadway
- 412 Montana
- 546 South Rose
- 581 and 583 Columbia St.

1061 Alpha Road  
1318 S Canal (senior) Crane Terrace  
1401 Apple Lane/ 420 Montana  
1441 Apple Lane  
Heritage Oaks Senior Housing-Oakdale

**Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 92.351(b)**

In general, the City is proactive in encouraging participation in each housing program or project. Advertisements occur in local circulations, public presentations and events, and through housing providers. In regard to rental projects with five or more units, the City continually takes actions to provide information and otherwise attract eligible persons in the housing market area to the available housing, without regard to race, color, national origin, sex, religion, familial status or disability. Display of the Equal Housing Opportunity logo is included in each public notice, city's website and in program advertisements. Fair Housing Poster is posted in each jurisdiction's Housing office.

**Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics**

During the FY 2022-2023, \$307,969 (draft estimate) was received in program income and recaptured funds from HOME projects. Program income is applied to projects as draws are processed.

**Describe other actions taken to foster and maintain affordable housing. 91.220(k)**

Housing Choice Voucher Funds (previously known as Section 8): The Stanislaus Regional Housing Authority administers the Housing Choice Voucher program for the City and provides rent subsidies.

Low-Income Housing Tax Credits (LIHTC): The federal 4% and 9% LIHTC is the principal source of funding for the construction and rehabilitation of affordable rental homes. They are a dollar-for-dollar credit against federal tax liability.

HUD VASH: The Stanislaus Regional Housing Authority administers the VASH vouchers from the U.S. Department of Housing and Urban Development-Veterans Affairs Supportive Housing (HUD-VASH) program for their efforts to house homeless veterans in Stanislaus County. The vouchers are provided to eligible veterans and non-profit agencies serving veterans.

**Attachment: CDBG PR26 Report**

Estimated Draft Numbers
-------------------------

Office of Community Planning and Development  
 U.S. Department of Housing and Urban Development  
 Integrated Disbursement and Information System  
 PR26 - CDBG Financial Summary Report  
 Program Year 2022 (FY 2022-2023)  
 TURLOCK, CA

**PART I: SUMMARY OF CDBG RESOURCES**

01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	1,318,849.40
02 ENTITLEMENT GRANT	627,012.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	521,517.25
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	2,467,378.65

**PART II: SUMMARY OF CDBG EXPENDITURES**

09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	1,893,757.23
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	1,893,757.23
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	157,724.77
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	2,051,482.00
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	415,896.65

**PART III: LOWMOD BENEFIT THIS REPORTING PERIOD**

17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	1,893,757.23
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	1,893,757.23
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	100.00%

**LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS**

23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: PY: PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	0.00
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%

**PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS**

27 DISBURSED IN IDIS FOR PUBLIC SERVICES	65,800.25
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	65,800.25
32 ENTITLEMENT GRANT	627,012.00
33 PRIOR YEAR PROGRAM INCOME	398,861.44
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	1,025,873.44
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	06.41%

**PART V: PLANNING AND ADMINISTRATION (PA) CAP**

37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	157,724.77
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	157,724.77
42 ENTITLEMENT GRANT	627,012.00
43 CURRENT YEAR PROGRAM INCOME	521,517.25
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	1,148,529.25
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	13.73%

**Attachment: Public Notices**

**Comment Period Proof of Publication & Summary of Public Comments**

The Report was presented at the Public Hearing to Turlock City Council on September 12, 2023 (pending) at 6:00 p.m.: 156 South Broadway, Turlock, CA 95380 in the Yosemite Conference room/council chambers. Approximately \_\_\_\_\_(pending)\_ persons plus city staff were in attendance. Comments (pending).

Other comments received:

\_\_\_\_\_(pending)\_ Comments were received during the comment period ending September 8, 2023.

This ad was run in the Modesto Bee on August 24, 2023.



Notice of Public Hearing and CAPER  
Comment Period for Program Year 2022-2023



The City of Turlock has prepared their 2022-2023 Consolidated Annual Performance Evaluation Report (CAPER) as required by federal regulations. The report details project accomplishments as well as expenditures throughout the period of July 1, 2022 through June 30, 2023 for the Community Development Block Grant (CDBG) Program for the City of Turlock and the HOME Investment Partnerships (HOME) Program for the City of Turlock/Stanslaus County HOME Consortium. The purpose of the report is to measure to what extent the jurisdiction is meeting priority needs, goals and strategies as outlined in the 2020-2024 Consolidated Plan.

A 15-day public comment period on the report begins on August 25, 2023 and runs through 5:00 p.m., September 8, 2023. The CAPER public hearing will be held on September 12, 2023 at the following location:

**September 12, 2023 at 6:00 p.m.**

City of Turlock City Hall – Yosemite Conference room/Council Chambers, upstairs  
156 South Broadway, Turlock, CA 95380

Comments on the CAPER may be directed to and or for additional information about the CAPER or the City of Turlock's First Time Home Buyers Loan program or Rehabilitation Loan program please contact us or visit our website:

Katie Quintero, Development Services Director  
City of Turlock - Housing Program Services Division  
156 South Broadway, Suite 140, Turlock, CA 95380  
Phone: (209) 668-5610 or TDD 1-800-735-2929 Fax (209) 668-5120  
Website: [www.cityofturlock.org](http://www.cityofturlock.org) or by E-mail to Katie Quintero [kquintero@turlock.ca.us](mailto:kquintero@turlock.ca.us)

Copies of the CAPER will be available for review starting on August 25, 2023 at the following Turlock location: Housing Program Services Division Office - 156 S. Broadway, Suite 140 Turlock, CA and available on the city website at [www.cityofturlock.org](http://www.cityofturlock.org) under Housing Division.



**Attachment: Public Notices**

This ad was run in the Modesto Bee on August 24, 2023.



**Aviso de Junta Pública Y CAPER  
Comentarios para el Programa 2022-2023**



Por regulaciones Federales, la Ciudad de Turlock ha preparado el Reporte de Evaluación Consolidada de Funcionamiento Anual (CAPER) del 2022-2023. El reporte identifica los cumplimientos y gastos de los fondos durante el periodo de julio 1, 2022 a junio 30, 2023, del programa de becas de Bloque de Desarrollo de Comunidad (CDBG) para la ciudad de Turlock y el programa de HOME para la ciudad de Turlock/Consortio de Stanislaus HOME. El plan de Consolidación Anual identifica como la Ciudad y el Consortio planea usar los fondos Federales durante el próximo año y satisfacer las metas y objetivos aprobadas por el Concilio de la Ciudad en el Plan de Consolidación 2020-2024.

El Plan será disponible por 15 días para la revisión del público y los comentarios comenzarán el 25 de agosto 2023 y terminan el 8 de septiembre 2023 a las 5:00 p.m. La junta pública de CAPER se llevará a cabo el 12 de septiembre 2023 en la siguiente localidad:

12 de septiembre del 2023 a las 6:00 p.m.  
Ciudad de Turlock- sala de conferencia Yosemite/cámaras de consejo, Segundo piso  
156 S. Broadway, Turlock, CA 95380

Comentarios sobre el CAPER y/o por información adicional sobre el CAPER, o sobre nuestro Programas para Compradores De Viviendas por Primera Vez, de Préstamos para Rehabilitación, favor de comunicarse con nosotros o visite nuestro sitio del Internet.

Katie Quintero, Development Services Director  
Ciudad de Turlock-División de Servicios del Programa de Viviendas  
156 S. Broadway, Suite 140, Turlock, CA 95380  
(209) 668-5610 o TDD 1-800-735-2929 Fax (209) 668-5120  
Sitio de Internet: [www.cityofturlock.org](http://www.cityofturlock.org) o Correo Electrónico [kquintero@turlock.ca.us](mailto:kquintero@turlock.ca.us)

Copias del CAPER serán disponibles para su revisión comenzando el 25 de agosto 2023 en las oficinas de:

División de Servicios del Programa de Viviendas - 156 S. Broadway, Suite 140, Turlock, CA  
O por el Internet en [www.cityofturlock.org](http://www.cityofturlock.org) bajo Housing División.

Attachment

<b>FY 2022-2023</b>	1	2	3	4	5	6	7	
<b>Public Service Projects</b>	<b>We Care Program-Turlock -We Care Emergency Shelter</b>	<b>United Samaritans Foundation -Emergency Food Box</b>	<b>United Samaritans Foundation -Senior Congregate Lunch</b>	<b>Center for Human Services -Street Youth Outreach/Navigation</b>	<b>City of Turlock Recreation -Recreation for All Scholarship</b>	<b>United Samaritans Foundation -Eye Care for Older Residents</b>	<b>Project Sentinel -Fair Housing</b>	<b>Totals</b>
IDIS Number	848	849	850	852	851	854	853	
<b>Funding</b>								
Budgeted Amount \$	10,000.00	25,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	<b>85,000.00</b>
Funded Amount \$	10,000.00	24,996.05	9,998.39	2,794.09	10,000.00	8,011.72	-	<b>65,800.25</b>
Returned Funds \$	0.00	0.00	0.00	0.00	0.00	0.00	-	-
Net Funds Received \$	10,000.00	24,996.05	9,998.39	2,794.09	10,000.00	8,011.72	0.00	<b>65,800.25</b>
<b>Revised Income Breakdowns</b>								
Extremely low 0-30%	330	343	16	3	2	11	-	705
Very Low 31-50%		25	11	-	5	2	-	43
Low/Mod 51-80%		3	-	-	12	-	-	15
Above 80%		-	1	-	9	-	-	10
<b>Total Served</b>	<b>330</b>	<b>371</b>	<b>28</b>	<b>3</b>	<b>28</b>	<b>13</b>	<b>-</b>	<b>773</b>
<b>Revised Race/Ethnicity Breakdowns</b>								
White	270	328	26	1	9	13	-	647
Black or African American	39	14	-	-	-	-	-	53
Asian	12	22	1	-	-	-	-	35
American Indian/Alaskan Native	5	3	-	2	-	-	-	10
Native Hawaiian or Other Pacific Islander	-	-	1	-	-	-	-	1
American Indian or Alaska Native & White	-	-	-	-	-	-	-	-
Asian & White	-	-	-	-	-	-	-	-
Black or African American & White	2	2	-	-	-	-	-	4
American Indian or Alaska Native & Black or African American	-	-	-	-	-	-	-	-
Balance/Other	2	2	-	-	19	-	-	23
<b>Total Served</b>	<b>330</b>	<b>371</b>	<b>28</b>	<b>3</b>	<b>28</b>	<b>13</b>	<b>-</b>	<b>773</b>
<b>Hispanic</b>	<b>116</b>	<b>207</b>	<b>3</b>	<b>1</b>	<b>22</b>	<b>4</b>	<b>-</b>	<b>353</b>
<b>Other Statistics</b>								
Female Head of Household	-	12	-	2	22	3	-	39
Over 62 years old	41	118	3	-	-	7	-	169
People with Disabilities	232	130	3	-	-	9	-	374
Homeless persons	330	N/A	N/A	3	N/A	N/A	-	333
Homeless persons assisted with special needs	unknown	unknown	unknown	unknown	unknown	unknown	N/A	-

**Attachment: CDBG-CV PR26 Report**

Estimated Draft Numbers
-------------------------

Office of Community Planning and Development  
 U.S. Department of Housing and Urban Development  
 Integrated Disbursement and Information System  
 PR26 - CDBG-CV Financial Summary Report  
 TURLOCK , CA

**PART I: SUMMARY OF CDBG-CV RESOURCES**

01 CDBG-CV GRANT	861,502.00
02 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
03 FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
04 TOTAL AVAILABLE (SUM, LINES 01-03)	861,502.00

**PART II: SUMMARY OF CDBG-CV EXPENDITURES**

05 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	83,924.24
06 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	10,196.20
07 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
08 TOTAL EXPENDITURES (SUM, LINES 05 - 07)	94,120.44
09 UNEXPENDED BALANCE (LINE 04 - LINE8 )	767,381.56

**PART III: LOWMOD BENEFIT FOR THE CDBG-CV GRANT**

10 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
11 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
12 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	83,924.24
13 TOTAL LOW/MOD CREDIT (SUM, LINES 10 - 12)	83,924.24
14 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 05)	83,924.24
15 PERCENT LOW/MOD CREDIT (LINE 13/LINE 14)	100.00%

**PART IV: PUBLIC SERVICE (PS) CALCULATIONS**

16 DISBURSED IN IDIS FOR PUBLIC SERVICES	83,924.24
17 CDBG-CV GRANT	861,502.00
18 PERCENT OF FUNDS DISBURSED FOR PS ACTIVITIES (LINE 16/LINE 17)	9.74%

**PART V: PLANNING AND ADMINISTRATION (PA) CAP**

19 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	10,196.20
20 CDBG-CV GRANT	861,502.00
21 PERCENT OF FUNDS DISBURSED FOR PA ACTIVITIES (LINE 19/LINE 20)	1.18%

**LINE 10 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 10**  
 Report returned no data.

**LINE 11 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 11**  
 Report returned no data.

**LINE 12 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 12**  
 Report returned no data.

**LINE 16 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 16**  
 Report returned no data.

**LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19**  
 Report returned no data.



# **City Council Staff Report**

## **September 12, 2023**

---

From: Reagan M. Wilson, City Manager

Prepared by: Katie Quintero, Development Services Director  
Paul Loehr, Risk Management Director

Agendized by: Reagan M. Wilson, City Manager

### **1. ACTION RECOMMENDED:**

Resolution: Rescinding Resolution No. 2023-087 authorizing the City Manager, or their designee, to negotiate a ground lease agreement and any collateral agreements, in a form approved by the City Attorney, with Custom Containers 915 for transitional housing units, for homeless veterans and seniors

### **2. SYNOPSIS:**

As previously presented on April 11, 2023, the City intends to increase the number of transitional housing to meet the needs of the portion of the homeless population committed to improvement. Transitional housing is the next housing step after emergency shelter and usually is meant to provide temporary housing for persons seeking to improve their circumstances by providing transitional accommodations while they work to move to supportive, low income or other housing options. This proposed project was intended to provide forty-five (45) studio apartments and five (5) one-bedroom apartments on a transitional, and thus temporary, basis. As part of this program to assist the homeless, the intended focus was on seniors and veterans.

After further evaluation and consultation of this project with Custom Containers 915 staff and associated consultants, a determination was made that a majority of the housing units being built would have to be designated as permeant housing, instead of being solely transitional housing, in order for the City to receive sufficient funding.

### **3. DISCUSSION OF ISSUE:**

Previously, the City issued RFP 23-004 requesting proposals for Affordable and/or Transitional Housing Development Opportunities on a City-owned site located at 701 S. Walnut Road within the Turlock city limits. The City received two (2) qualified proposals and after further review, an evaluation committee recommended Custom Containers 915 as the developer the City should negotiate with to achieve the Affordable and/or Transitional Housing Development project.

Exclusive of land costs, Custom Containers 915 had estimated the development expenses of the project as \$9,952,500 and annual operating expenses as \$588,500. As reported, there were available funds under the Homekey grant program that the City

could apply for through the State Housing Department, as well as, seek placement-based vouchers to fund these projected costs. As stated in the RFP, the City would contribute the land through a long-term, low cost land lease or other terms negotiated with the developer

The City Council approved Resolution No. 2023-087 by a 3 to 2 vote on April 11, 2023 based on the understanding that the project would be entirely designated as transitional housing. However, on June 26, 2023, City staff were notified by Custom Containers 915 staff and supporting consultants that the project could not be solely designated as transitional housing. In fact, a determination was made that in order to receive sufficient development and annual operating expense funding, a majority of the housing units had to be designated as permanent housing. This was contrary to the vision of the City as expressed in its April approval.

**4. BASIS FOR RECOMMENDATION:**

- A. The Council established a priority for the City to develop transitional housing.
- B. Resolution No. 2023-087 only authorized the City Manager to work on this project for transitional housing units.

**5. FISCAL IMPACT / BUDGET AMENDMENT:**

The project relied upon Custom Containers 915 securing sufficient funding for the project as approved for transitional housing units.

**6. STAFF RECOMMENDATION:**

- A. Recommend Approval.

**7. CITY MANAGER'S COMMENTS:**

- A. Recommend Approval.

**8. ENVIRONMENTAL DETERMINATION:**

This action does not meet the definition of a project under CEQA.

**9. ALTERNATIVES:**

- A. Council could keep Resolution No. 2023-087 approved and direct staff to seek alternative funding sources.

**10. ATTACHMENTS:**

- A. Draft Resolution

## BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

<b>IN THE MATTER OF RESCINDING</b>	<b>}</b>	<b>RESOLUTION NO. 2023-XXX</b>
<b>RESOLUTION NO. 2023-087 AUTHORIZING</b>	<b>}</b>	
<b>THE CITY MANAGER, OR THEIR DESIGNEE,</b>	<b>}</b>	
<b>TO NEGOTIATE A GROUND LEASE</b>	<b>}</b>	
<b>AGREEMENT AND ANY COLLATERAL</b>	<b>}</b>	
<b>AGREEMENTS, IN A FORM APPROVED BY</b>	<b>}</b>	
<b>THE CITY ATTORNEY, WITH CUSTOM</b>	<b>}</b>	
<b>CONTAINERS 915 FOR TRANSITIONAL</b>	<b>}</b>	
<b>HOUSING UNITS, FOR HOMELESS</b>	<b>}</b>	

**WHEREAS**, as previously presented on April 11, 2023, the City intends to increase the number of transitional housing to meet the needs of the portion of the homeless population committed to improvement. Transitional housing is the next housing step after emergency shelter and usually is meant to provide temporary housing for persons seeking to improve their circumstances by providing transitional accommodations while they work to move to supportive, low income or other housing options; and

**WHEREAS**, the City issued RFP 23-004 requesting proposals for Affordable and/or Transitional Housing Development Opportunities on a City-owned site located at 701 S. Walnut Road within the Turlock city limits. This proposed project was intended to provide forty-five (45) studio apartments and five (5) one-bedroom apartments. As part of this program to assist the homeless, the intended focus was on seniors and veterans.

**WHEREAS**, the City received two (2) qualified proposals and after further review, an evaluation committee recommended Custom Containers 915 as the developer the City should negotiate with to achieve the Affordable and/or Transitional Housing Development project; and

**WHEREAS**, exclusive of land costs, Custom Containers 915 had estimated the development expenses of the project as \$9,952,500 and annual operating expenses as \$588,500. As reported, there were available funds under the Homekey grant program that the City could apply for through the State Housing Department, as well as, seek placement-based vouchers to fund these projected costs. As stated in the RFP, the City would contribute the land through a long-term, low-cost land lease or other terms negotiated with the developer; and

**WHEREAS**, after further evaluation and consultation of this project with Custom Containers 915 staff and associated consultants, a determination was made that a majority of the housing units being built would have to be designated as permanent housing, instead of being solely transitional housing, in order for the City to receive sufficient funding; and

**WHEREAS**, the City Council approved Resolution No. 2023-087 by a 3 to 2 vote on April 11, 2023 based on the understanding that the project would be entirely designated as transitional housing. However, on June 26, 2023, City staff were notified by Custom Containers 915 staff and supporting consultants that the project could not be solely designated as transitional housing. In fact, a determination was made that in order to receive sufficient development and annual operating expense funding, a majority of the housing units had to be designated as permanent housing; and

**WHEREAS**, permanent housing at the site does not meet the vision expressed by the City Council on April 11, 2023.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby rescind Resolution No. 2023-087 authorizing the City Manager, or their designee, to negotiate a ground lease agreement and any collateral agreements, in a form approved by the City Attorney, with Custom Containers 915 for transitional housing units, for homeless veterans and seniors.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 12<sup>th</sup> day of September 2023, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

---

Julie Christel, City Clerk  
City of Turlock, County of Stanislaus,  
State of California

# City Council Staff Report

## September 12, 2023



---

From: Erik Schulze, Public Works Director

Prepared by: Randall Jones, P.E., Associate Civil Engineer

Agendized by: Reagan M. Wilson, City Manager

### 1. ACTION RECOMMENDED:

- Resolution: Appropriating \$1,363,368.00 from Fund 117 "Cannabis" unassigned reserves to account number 117-10-190.48001\_335 "Transfers Out to F301 for Columbia Pool" and Fund 301 "Capital Improvement" account number 301-50-520.38001\_335 "Transfers In Fr F117 Cannabis for Columbia Pool" to be expensed from account number 301-50-520.51300 "Construction Repairs/Improvements" to provide necessary funding for City Project No. 19-51 "Columbia Pool Improvements"
- Resolution: Appropriating \$923,756.00 to Fund 301 "Capital Improvement," account number 301-50-520.51300 "Construction Repairs/Improvements" from unallocated reserves
- Resolution: Appropriating \$805,000.00 from Fund 119 "American Rescue Plan Act" unassigned reserves to account number 119-10-118-48003\_004 "Transfers Out – ARPA Columbia Pool Improvements" and Fund 301 "Capital Improvement" account number 301-50-520.38001\_004 "Transfers In-ARPA Columbia Pool Improvements" to be expensed from account number 301-50-520.51300 "Construction Repairs/Improvements" to provide necessary funding for City Project No. 19-51 "Columbia Pool Improvements"
- Resolution: Awarding bid and approving an Agreement with Bobo Construction, Inc., of Elk Grove, California, in a form approved by the City Attorney, in the amount of \$5,770,695.04 and authorizing a contingency amount of \$350,000.00 (6.1%) for construction of City Project No. 19-51 "Columbia Pool Improvements" to be funded by Fund 301 "Capital Improvement" account number 301-50-520.51300



**2. SYNOPSIS:**

The proposed actions are related to construction of City Project No. 19-51 “Columbia Pool Improvements”: appropriating funding and awarding the bid and approving an agreement between with Bobo Construction, Inc., of Elk Grove, California.

**3. DISCUSSION OF ISSUE:**

On April 12, 2022, City Council directed staff to proceed with a revised scope of work for City Project No. 19-51 "Columbia Pool Improvements" that, rather than repairing the pool and replacing the pool equipment, included demolition of the entire existing facility and installing all new improvements, including a concession building, a storage building, restrooms, and a pump and chemical room building.

On October 11, 2022, City Council awarded an agreement with CVE Contracting Group, Inc. of Fresno, CA for construction of City Project No. 19-51A “Columbia Pool Facility Demo.” Council will be presented with a proposed action in a future meeting related to accepting the improvements for the demolition project and authorizing the City Engineer to file the Notice of Completion.

City staff advertised this project on August 16, 2023, through the Turlock Journal and on the City’s website for construction projects. On September 6, 2023, one (1) bid was received for City Project No. 19-51 “Columbia Pool Improvements.”

Bid Summary:

<b>BIDDER</b>	<b>BID AMOUNT</b>
Bobo Construction, Inc.	\$5,770,695.04

Staff reviewed the bid for bidder responsiveness and responsibility and recommends approval of an agreement with Bobo Construction, Inc., of Elk Grove, CA, as the lowest responsive, responsible bidder with a bid amount of \$5,770,695.04.

**4. BASIS FOR RECOMMENDATION:**

- A. Additional funding is necessary to complete City Project 19-51 “Columbia Pool Improvements”.
- B. The appropriations proposed involve funding sources that are suitable for use on this project.
- C. Per the Public Contract Code, § 20160 et seq., the City Council has the discretion to decide if a project shall be awarded to the lowest responsible bidder submitting a responsive bid, or if all bids should be rejected.

**5. FISCAL IMPACT / BUDGET AMENDMENT:**

Preliminary engineering (including consultant and staff time to prepare the Columbia Pool Master Plan, preparing the demolition plans and specifications, and preparing the pool construction plans and specifications), demolition of the previous facility, design, and permit costs have been expensed to Fund 301 “Capital Improvement,” account number 301-50-520.51300 “Construction Repairs/Improvements” and, as of September 7, 2023, total approximately \$633,141.60.

The estimated remaining fiscal impact of the project is \$8,442,945.68 as shown in the table below:

All costs incurred to date (Preliminary Engineering, design, demolition, etc)	\$633,141.60
Construction Contract - <i>Bobo Construction, Inc.</i>	\$5,770,695.04
Construction Contingency (6.1%)	\$350,000.00
Construction Engineering - <i>City staff, Construction Management firm, remaining services from O’Dell Engineering</i>	\$215,000.00
Building Permit	\$10,000.00
Materials Testing - <i>BSK and Associates</i>	\$44,654.50
Construction Surveying - <i>O’Dell Engineering</i>	\$25,485.00
Purchase of Office / Lifeguard / Concessions, Storage, and Restroom Buildings - <i>Public Restroom Company</i>	\$1,914,684.65
Purchase of Pool Mechanical Building - <i>Romtec</i>	\$112,426.49
<b>Total Project Costs</b>	<b>\$9,076,087.28</b>

To date, \$6,907,720 has been allocated to Fund 301 “Capital Improvement,” across Fiscal Years 2022-2023 and 2023-2024, as outlined below.

<u>Budget Information</u>	
<i>Appropriation Breakdown Prior to Award</i>	
<b>Funding Source</b>	<b>Amount</b>
ARPA	\$3,000,000.00
Cannabis	\$3,710,456.00
TID Grant	\$197,264.00
Total	\$6,907,720.00

Current Budget	\$6,907,720.00
Total Project Costs	\$9,076,087.28
Appropriations Needed	\$2,168,367.28
Total Appropriations Requested (rounded)	\$2,168,368.00*

\*Of this number, \$1,363,368.00 is requested from Fund 117 “Cannabis” and \$805,000.00 from Fund 119 “American Rescue Plan Act” to be expensed from account number 301-50-520.51300 “Construction Repairs/Improvements” to provide the remaining necessary funding for City Project No. 19-51 “Columbia Pool Improvements”.

**6. STAFF RECOMMENDATION:**

Recommend approval.

**7. CITY MANAGER’S COMMENTS:**

Recommend approval.

**8. ENVIRONMENTAL DETERMINATION:**

This action is exempt from CEQA per Section 15302 (Replacement or Reconstruction) and Section 15332 (In-Fill Development) of the California Environmental Quality Act (CEQA) Guidelines.

Section 15302 applies to new structures that will be located on the same site as the replaced structure and that has the same purpose and negligible or no expansion of facility.

Section 15332 exempts in-fill development projects meeting the following conditions:

- a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.
- b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.
- c) The project site has no value, as habitat for endangered, rare or threatened species.
- d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
- e) The site can be adequately served by all required utilities and public services.

**9. ALTERNATIVES:**

- A. City Council could direct staff to propose different funding sources for the necessary appropriations. Staff does not recommend this alternative because the proposed funding sources are available for use and are suitable for the funding of this project.
- B. Council could reject the bid submitted for this project. Staff does not recommend this alternative because the proposed contractor has been found to be fully responsive and responsible.
- C. Provide staff with direction on how to proceed.

**10. ATTACHMENTS:**

- A. Draft Resolution – appropriation from Fund 117
- B. Draft Resolution – appropriation in Fund 301
- C. Draft Resolution – appropriation from Fund 119
- D. Draft Resolution – award of bid and approval of agreement with Bobo Construction, Inc.
- E. Bidder's Summary
- F. Agreement

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING }
\$1,363,368.00 FROM FUND 117 "CANNABIS" }
UNASSIGNED RESERVES TO ACCOUNT }
NUMBER 117-10-190.48001\_335 }
"TRANSFERS OUT TO F301 FOR }
COLUMBIA POOL" AND FUND 301 }
"CAPITAL IMPROVEMENT" ACCOUNT }
NUMBER 301-50-520.38001\_335 }
"TRANSFERS IN FR F117 CANNABIS FOR }
COLUMBIA POOL" TO BE EXPENSED }
FROM ACCOUNT NUMBER 301-50- }
520.51300 "CONSTRUCTION }
REPAIRS/IMPROVEMENTS" TO PROVIDE }
NECESSARY FUNDING FOR CITY PROJECT }
NO. 19-51 "COLUMBIA POOL }
IMPROVEMENTS" }

RESOLUTION NO. 2023-

WHEREAS, the scope of City Project No. 19-51 "Columbia Pool Improvements" includes the construction of a new public pool facility; and

WHEREAS, it has been determined that additional funding for the project is necessary; and

WHEREAS, Fund 117 "Cannabis Fund" contains monies intended for public benefit as outlined in their respective Development Agreements; and

WHEREAS, City Council has expressed that appropriations from this fund are suitable for funding City Project No. 19-51 "Columbia Pool Improvements".

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$1,363,368.00 from Fund 117 "Cannabis" unassigned reserves to account number 117-10-190.48001\_335 "Transfers Out to F301 for Columbia Pool" and Fund 301 "Capital Improvement" account number 301-50-520.38001\_335 "Transfers In Fr F117 Cannabis for Columbia Pool" to be expensed from account number 301-50-520.51300 "Construction Repairs/Improvements" to provide necessary funding for City Project No. 19-51 "Columbia Pool Improvements".

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of September, 2023, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Julie Christel, City Clerk,
City of Turlock, County of Stanislaus,
State of California

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING }  
\$923,756.00 TO FUND 301 "CAPITAL }  
IMPROVEMENT," ACCOUNT NUMBER 301- }  
50-520.51300 "CONSTRUCTION }  
REPAIRS/IMPROVEMENTS" FROM }  
UNALLOCATED RESERVES }

RESOLUTION NO. 2023-

**WHEREAS**, the scope of City Project No. 19-51 "Columbia Pool Improvements" (project) includes the construction of a new public pool facility; and

**WHEREAS**, it has been determined that additional funding for the project is necessary; and

**WHEREAS**, this funding is available and suitable to be dedicated to this project.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby appropriate \$923,756.00 to Fund 301 "Capital Improvement," account number 301-50-520.51300 "Construction Repairs/Improvements" from unallocated reserves.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 12<sup>th</sup> day of September, 2023, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

\_\_\_\_\_  
Julie Christel, City Clerk,  
City of Turlock, County of Stanislaus,  
State of California

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING }  
 \$805,000.00 FROM FUND 119 “AMERICAN }  
 RESCUE PLAN ACT” UNASSIGNED }  
 RESERVES TO ACCOUNT NUMBER 119-10- }  
 118-48003\_004 “TRANSFERS OUT – ARPA }  
 COLUMBIA POOL IMPROVEMENTS” AND }  
 FUND 301 “CAPITAL IMPROVEMENT” }  
 ACCOUNT NUMBER 301-50-520.38001\_004 }  
 “TRANSFERS IN-ARPA COLUMBIA POOL }  
 IMPROVEMENTS” TO BE EXPENSED FROM }  
 ACCOUNT NUMBER 301-50-520.51300 }  
 “CONSTRUCTION }  
 REPAIRS/IMPROVEMENTS” TO PROVIDE }  
 NECESSARY FUNDING FOR CITY PROJECT }  
 NO. 19-51 “COLUMBIA POOL }  
 IMPROVEMENTS” }

RESOLUTION NO. 2023-

**WHEREAS**, the scope of City Project No. 19-51 "Columbia Pool Improvements" includes the construction of a new public pool facility; and

**WHEREAS**, it has been determined that additional funding for the project is necessary; and

**WHEREAS**, American Rescue Plan Act (ARPA) funding is dedicated for use by local government agencies to make strategic investments in long-lived assets; and

**WHEREAS**, appropriations from ARPA are suitable for funding City Project No. 19-51 "Columbia Pool Improvements".

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby appropriate \$805,000.00 from Fund 119 “American Rescue Plan Act” unassigned reserves to account number 119-10-118-48003\_004 “Transfers Out – ARPA Columbia Pool Improvements” and Fund 301 “Capital Improvement” account number 301-50-520.38001\_004 “Transfers In-ARPA Columbia Pool Improvements” to be expensed from account number 301-50-520.51300 “Construction Repairs/Improvements” to provide necessary funding for City Project No. 19-51 “Columbia Pool Improvements”.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 12<sup>th</sup> day of September, 2023, by the following vote:

AYES:  
 NOES:  
 NOT PARTICIPATING:  
 ABSENT:

ATTEST:

---

Julie Christel, City Clerk,  
 City of Turlock, County of Stanislaus,  
 State of California

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AWARDING BID AND	}	RESOLUTION NO. 2023-
APPROVING AN AGREEMENT WITH BOBO	}	
CONSTRUCTION, INC., OF ELK GROVE,	}	
CALIFORNIA, IN A FORM APPROVED BY	}	
THE CITY ATTORNEY, IN THE AMOUNT OF	}	
\$5,770,695.04 AND AUTHORIZING A	}	
CONTINGENCY AMOUNT OF \$350,000.00	}	
(6.1%) FOR CONSTRUCTION OF CITY	}	
PROJECT NO. 19-51 "COLUMBIA POOL	}	
IMPROVEMENTS" TO BE FUNDED BY FUND	}	
301 "CAPITAL IMPROVEMENT" ACCOUNT	}	
<u>NUMBER 301-50-520.51300</u>	}	

**WHEREAS**, the scope of City Project No. 19-51 "Columbia Pool Improvements" (project) includes the construction of a new public pool facility; and

**WHEREAS**, on September 6, 2023, one (1) bid was received for the construction of City Project No. 19-51, with Bobo Construction, Inc. of Elk Grove, California, submitting the lowest responsive, responsible bid in the amount of \$5,770,695.04; and

**WHEREAS**, the total fiscal impact of the project is estimated to be \$9,076,087.28, which includes the construction contract, a contingency for potential change orders, project management, construction inspection, permits, materials testing, and purchase of buildings from Public Restroom Company and Romtec; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby award bid and approve an Agreement with Bobo Construction, Inc., of Elk Grove, California, in a form approved by the City Attorney, in the amount of \$5,770,695.04 and authorizing a contingency amount of \$350,000.00 (6.1%) for construction of City Project No. 19-51 "Columbia Pool Improvements" to be funded by Fund 301 "Capital Improvement" account number 301-50-520.51300.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 12<sup>th</sup> day of September, 2023, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

\_\_\_\_\_  
Julie Christel, City Clerk,  
City of Turlock, County of Stanislaus,  
State of California



**CITY OF TURLOCK  
BIDDER'S SUMMARY**

PROJECT TITLE: Columbia Pool Improvements  
 PROJECT NUMBER: 19-51B  
 BID OPENING: September 6, 2023  
 2:00PM

ANTICIPATED COUNCIL AWARD DATE: September 12, 2023

Item No.	Item Description	Unit of Measure	Estimated Quantity	ENGINEER'S EST.		Bobo Construction Inc.	
				Unit Price	Total	Unit Price	Total
1	Mobilization and Demobilization (Max 5%)	LS	1	\$126,260.00	\$126,260.00	\$273,000.00	\$273,000.00
2	General Conditions (Max 3%)	LS	1	\$189,000.00	\$189,000.00	\$117,000.00	\$117,000.00
3	Construction Project Sign	EA	1	\$1,000.00	\$1,000.00	\$6,500.00	\$6,500.00
4	Temporary Erosion and Sediment Control	LS	1	\$10,000.00	\$10,000.00	\$65,000.00	\$65,000.00
5	Temporary Construction Fencing	LF	770	\$5.00	\$3,850.00	\$20.80	\$16,016.00
6	Temporary Tree Protection	LS	1	\$8,000.00	\$8,000.00	\$10,400.00	\$10,400.00
7	Tree Removal	LS	1	\$2,000.00	\$2,000.00	\$6,500.00	\$6,500.00
8	Sawcut & Removal of Concrete	SF	1,504	\$2.00	\$3,008.00	\$5.72	\$8,602.88
9	Sawcut & Removal of AC	SF	4,287	\$2.00	\$8,574.00	\$1.43	\$6,130.41
10	Site Clearing & Grubbing	SF	39,527	\$0.50	\$19,763.50	\$0.92	\$36,364.84
11	Site Grading (Rough/ Fine)	SF	57,765	\$1.25	\$72,206.25	\$2.29	\$132,281.85
12	4 Unit Pedestal Shower	EA	2	\$4,087.00	\$8,174.00	\$6,500.00	\$13,000.00
13	Tri-Level Pedestal Drinking Fountain w/ Bottle Filler	EA	2	\$12,000.00	\$24,000.00	\$9,842.00	\$19,684.00
14	6' Tall CMU Block Wall with 4' Tall Steel Fence Above	LF	162	\$500.00	\$81,000.00	\$398.04	\$64,482.48
15	Updated Gate Hardware (2 Sets EA w/ Self Closing Hinges & Panic Hardware	LS	1	\$3,000.00	\$3,000.00	\$3,900.00	\$3,900.00
16	8' CLR x 10' Tall Wrought Iron Double Swing Gates	EA	1	\$12,000.00	\$12,000.00	\$26,000.00	\$26,000.00
17	6' CLR x 10' Tall Wrought Iron Double Swing Gates	EA	1	\$10,000.00	\$10,000.00	\$26,000.00	\$26,000.00
18	5' CLR x 6' Tall Wrought Iron Swing Gate	EA	1	\$6,000.00	\$6,000.00	\$13,000.00	\$13,000.00
19	10' Tall Wrought Iron Fencing	LF	174	\$475.00	\$82,650.00	\$162.50	\$28,275.00
20	City Std Concrete Backed Benches	EA	3	\$1,600.00	\$4,800.00	\$1,072.67	\$3,218.01
21	Concrete Backless Benches	EA	9	\$3,075.00	\$27,675.00	\$3,155.11	\$28,395.99
22	Concrete Picnic Tables	EA	6	\$1,710.00	\$10,260.00	\$1,157.00	\$6,942.00
23	Concrete Accessible Picnic Tables	EA	2	\$1,815.00	\$3,630.00	\$1,235.00	\$2,470.00
24	Concrete Trash Receptacles	EA	4	\$1,165.00	\$4,660.00	\$747.50	\$2,990.00
25	Concrete Recycle Receptacles	EA	4	\$1,340.00	\$5,360.00	\$877.50	\$3,510.00
26	Custom Concrete Pool Entry Sign	EA	1	\$10,525.00	\$10,525.00	\$7,748.00	\$7,748.00
27	Shade Structure (16'x16')	EA	2	\$31,350.00	\$62,700.00	\$97,051.50	\$194,103.00
28	Shade Structure (12'x42')	EA	1	\$50,250.00	\$50,250.00	\$97,054.00	\$97,054.00
29	Shade Structure (20'x30')	EA	1	\$54,450.00	\$54,450.00	\$97,052.00	\$97,052.00
30	Bike Racks	EA	10	\$1,500.00	\$15,000.00	\$780.00	\$7,800.00
31	24" High Metal Debris Panels on N&E Fencing and Gates	LF	363	\$100.00	\$36,300.00	\$71.50	\$25,954.50
32	Paint Existing Perimeter Pool Fence	LS	1	\$10,000.00	\$10,000.00	\$23,400.00	\$23,400.00
33	20' Tall Flag Pole w/ 3x5 Flag	EA	1	\$4,000.00	\$4,000.00	\$6,500.00	\$6,500.00
34	City Std Trash Enclosure w/ 4' Tall Wrought Iron Fence	LS	1	\$50,000.00	\$50,000.00	\$43,405.00	\$43,405.00
35	Pool Mechanical Building Shell Only (Pad Prep & Install)	LS	1	\$100,000.00	\$100,000.00	\$169,210.00	\$169,210.00

# CITY OF TURLOCK

## BIDDER'S SUMMARY

PROJECT TITLE: Columbia Pool Improvements  
 PROJECT NUMBER: 19-51B  
 BID OPENING: September 6, 2023  
 2:00PM

ANTICIPATED COUNCIL AWARD DATE: September 12, 2023

1

Item No.	Item Description	Unit of Measure	Estimated Quantity	ENGINEER'S EST.		Bobo Construction Inc.	
				Unit Price	Total	Unit Price	Total
36	4" Concrete Flatwork	SF	5,035	\$18.00	\$90,630.00	\$15.28	\$76,934.80
37	4" Concrete Flatwork w/ Non-Slip Coating	SF	10,038	\$20.00	\$200,760.00	\$15.50	\$155,589.00
38	6" Concrete Flatwork	SF	643	\$22.00	\$14,146.00	\$15.07	\$9,690.01
39	12" Wide Concrete Band	LF	208	\$30.00	\$6,240.00	\$60.92	\$12,671.36
40	6" Pad Base Prep for Public Restroom Company Buildings	SF	740	\$12.00	\$8,880.00	\$18.24	\$13,497.60
41	3" HMA/ 4" A.B.	SF	3,696	\$15.00	\$55,440.00	\$19.15	\$70,778.40
42	4" HMA/ 6" A.B.	SF	345	\$20.00	\$6,900.00	\$64.83	\$22,366.35
43	2" Gas Main for Pool Heater	LS	1	\$10,000.00	\$10,000.00	\$52,000.00	\$52,000.00
44	Connect 8" Water Line to Existing 6" Water Main	EA	1	\$2,500.00	\$2,500.00	\$32,198.00	\$32,198.00
45	2" Water Line	LF	735	\$30.00	\$22,050.00	\$58.16	\$42,747.60
46	2" Water Meter	EA	2	\$4,000.00	\$8,000.00	\$3,123.50	\$6,247.00
47	2" Water Valve	EA	5	\$2,000.00	\$10,000.00	\$1,133.00	\$5,665.00
48	3" Water Line	LF	226	\$45.00	\$10,170.00	\$104.22	\$23,553.72
49	4" Water Meter	EA	1	\$8,000.00	\$8,000.00	\$10,150.00	\$10,150.00
50	6" Water Line	LF	45	\$65.00	\$2,925.00	\$196.31	\$8,833.95
51	8" Water Line	LF	105	\$75.00	\$7,875.00	\$188.50	\$19,792.50
52	8" Water Valve	EA	1	\$2,000.00	\$2,000.00	\$2,876.00	\$2,876.00
53	2" Backflow Prevention Assembly w/ Enclosure	EA	2	\$4,000.00	\$8,000.00	\$4,535.50	\$9,071.00
54	4" Backflow Prevention Assembly w/ Enclosure	EA	1	\$9,000.00	\$9,000.00	\$13,761.00	\$13,761.00
55	Fire Hydrant Assembly	EA	1	\$2,500.00	\$2,500.00	\$14,380.00	\$14,380.00
56	Connect 6" to Existing 6" Sanitary Sewer	EA	3	\$650.00	\$1,950.00	\$3,617.67	\$10,853.01
57	6" Sanitary Sewer Line	LF	619	\$50.00	\$30,950.00	\$97.23	\$60,185.37
58	Sanitary Sewer Manhole	EA	3	\$5,000.00	\$15,000.00	\$12,733.33	\$38,199.99
59	Sanitary Sewer Clean-out	EA	11	\$1,200.00	\$13,200.00	\$36.73	\$404.03
60	Sanitary Sewer Inlet	EA	4	\$2,500.00	\$10,000.00	\$134.75	\$539.00
61	6" Storm Drain Line	LF	96	\$50.00	\$4,800.00	\$95.26	\$9,144.96
62	Nyoplast Drain Basin	EA	3	\$10,000.00	\$30,000.00	\$5,075.00	\$15,225.00
63	48" French Drain Section	LF	155	\$350.00	\$54,250.00	\$690.05	\$106,957.75
64	Storm Drain Inlet	EA	1	\$2,500.00	\$2,500.00	\$10,601.00	\$10,601.00
65	Swimming Pool & Mechanical Equipment	LS	1	\$2,217,150.00	\$2,217,150.00	\$1,610,002.00	\$1,610,002.00
66	Swimming Pool Deck & Drainage	LS	1	\$255,560.00	\$255,560.00	\$440,405.00	\$440,405.00
67	Swimming Pool Deck Equipment	LS	1	\$70,000.00	\$70,000.00	\$105,816.00	\$105,816.00
68	Swimming Pool Thermal Covers & Reels	LS	1	\$54,000.00	\$54,000.00	\$63,700.00	\$63,700.00
69	Swimming Pool Safety Covers & In-Deck Anchors	LS	1	\$38,500.00	\$38,500.00	\$41,470.00	\$41,470.00
70	Swimming Pool Surge Chamber & Access Hatch	LS	1	\$37,500.00	\$37,500.00	\$73,135.00	\$73,135.00

**CITY OF TURLOCK  
 BIDDER'S SUMMARY**

PROJECT TITLE: Columbia Pool Improvements  
 PROJECT NUMBER: 19-51B  
 BID OPENING: September 6, 2023  
 2:00PM  
 ANTICIPATED COUNCIL AWARD DATE: September 12, 2023

Item No.	Item Description	Unit of Measure	Estimated Quantity	ENGINEER'S EST.		Bobo Construction Inc.	
				Unit Price	Total	Unit Price	Total
71	Swimming Pool Heater	LS	1	\$80,000.00	\$80,000.00	\$136,884.00	\$136,884.00
72	Site Electrical System	LS	1	\$188,075.00	\$188,075.00	\$413,223.00	\$413,223.00
73	Site Security System	LS	1	\$37,000.00	\$37,000.00	\$303,499.00	\$303,499.00
74	Soil Conditioning & Amendments	SF	15,454	\$0.85	\$13,135.90	\$1.04	\$16,072.16
75	Decomposed Granite Mulch (3" Minimum Depth)	SF	3,917	\$5.00	\$19,585.00	\$1.56	\$6,110.52
76	Sod Turf Renovation	LS	1	\$23,074.00	\$23,074.00	\$23,400.00	\$23,400.00
77	5 Gallon Shrubs	EA	82	\$35.00	\$2,870.00	\$42.90	\$3,517.80
78	24" Box Trees	EA	13	\$450.00	\$5,850.00	\$754.00	\$9,802.00
79	Tree Root Barriers	LF	112	\$15.00	\$1,680.00	\$11.70	\$1,310.40
80	Irrigation System – Tree Root Watering	EA	26	\$150.00	\$3,900.00	\$325.00	\$8,450.00
81	Irrigation System – Low Flow Bubblers	SF	3,917	\$2.25	\$8,813.25	\$2.60	\$10,184.20
82	Irrigation System – Turf Rotary Spray	SF	11,537	\$2.25	\$25,958.25	\$2.47	\$28,496.39
83	Irrigation Controller & Weather Sensor	LS	1	\$6,000.00	\$6,000.00	\$4,550.00	\$4,550.00
84	Irrigation Flow Sensor & Master Valve	LS	1	\$3,000.00	\$3,000.00	\$1,742.00	\$1,742.00
85	Landscape Maintenance Establishment Period (60 Day)	LS	1	\$15,454.00	\$15,454.00	\$3,900.00	\$3,900.00
86	6" Vertical Curb	LF	47	\$75.00	\$3,525.00	\$130.43	\$6,130.21
87	Alley Approach	EA	1	\$10,000.00	\$10,000.00	\$12,092.00	\$12,092.00
Total =					<b>\$4,889,392.15</b>		<b>\$5,770,695.04</b>



## AGREEMENT

---

### FOR PUBLIC IMPROVEMENT

#### Project No. 19-51B Columbia Pool Improvements

**THIS PUBLIC IMPROVEMENT AGREEMENT** (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and Bobo Construction, Inc., a private corporation (“Contractor”), on this 12<sup>th</sup> day of September 2023 (the “Effective Date”). City and Contractor may be collectively referred to herein as the “Parties” or individually as “Party.” There are no other parties to this Agreement.

#### RECITALS

A. City seeks a duly qualified and licensed firm experienced in the construction of Columbia Pool Improvements (the “Project”).

B. The Project involves the expenditure of funds in excess of \$5,000 and constitutes a “public project” pursuant to Public Contract Code section 20161.

C. Contractor has made a proposal to City to provide construction services, a copy of which is attached and incorporated hereto as **Exhibit A** (the “Services”).

D. City has determined it is necessary and desirable to employ the services of Contractor to perform construction work on the Project.

E. City has taken appropriate proceedings to authorize construction of the Project and execution of this contract pursuant to Public Contract Code section 20160 et seq.; specifically, on September 12<sup>th</sup>, 2023 at a duly noticed meeting of the City Council of the City of Turlock, this contract for the construction of the improvements hereinafter described was awarded to Contractor as the lowest responsive and responsible bidder for said improvements.

CITY CONTRACT NO. 2024-057

CITY PROJECT NO. 19-51B

**NOW, THEREFORE**, in consideration of the promises and covenants set forth below, the Parties agree as follows:

## **AGREEMENT**

**1. Contract Documents:** This Agreement, together with the following documents, are collectively referred to herein as the “Contract Documents”:

- i. Notice to Bidders;
- ii. Contractor’s Bid or Proposal accepted by City;
- iii. General Conditions, Supplementary Conditions, and Special Provisions of the City of Turlock for Columbia Pool Improvements ;
- iv. Plans and detailed drawings prepared for this Project and approved by City (“Project Plans”);
- v. All bonds and insurance required by the Contract Documents;
- vi. Any and all supplemental agreements amending, decreasing, or extending the work contemplated or which may be required to complete the work in a substantial and acceptable manner; and
- vii. The current edition of the City of Turlock Standard Specifications and Drawings.

All of the Contract Documents are intended to incorporate the terms of the others so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete contract will hereinafter be referred to as the “Contract.” In case of any dispute regarding the terms of the Contract, the decision of the City Engineer shall be final.

**2. Term.** The Contract shall be effective as of the Effective Date first stated above. Contractor shall not commence work on the Project until it has been given notice by City (“Notice to Proceed”). The Contract shall terminate one (1) year(s) after City accepts Contractor’s performance of the Services by recording a Notice of Completion with the County of Stanislaus Clerk Recorder (the “Term”), unless the Parties mutually agree in writing to terminate the Contract earlier or extend the Term in an agreed writing executed by both Parties.

**3. Scope of Work.**

(a) **Services.** Contractor shall perform the Services described in Exhibit A, subject to all terms and conditions in the Contract. Contractor shall not receive additional compensation for the performance of any Services not described therein.

(b) **Modification.** City, at any time, by written order, may make changes general within the scope of the work under this Agreement or issue additional instructions, require additional work or direct deletion of work. Contractor shall not proceed with any change involving an increase or decrease in the Contract Price, as

defined in Section 4 of this Agreement, without prior written authorization from City. Contractor shall not be entitled to compensation for the performance of any such unauthorized work. Contractor further waives any and all right or remedy by way of restitution or quantum meruit for any and all extra or changed work performed without express and prior written authorization of City. Notwithstanding the foregoing, Contractor shall promptly commence and diligently complete any change to the work subject to City's written authorization issued pursuant to this Section ; Contractor shall not be relieved or excused from its prompt commencement of diligent completion of any change subject to City's written authorization by virtue of the absence or inability of Contractor and City to agree upon the extent of any adjustment to the completion schedule or Contract Price on account of such change. The issuance of a change order pursuant to this Section 3 in connection with any change authorized by City shall not be deemed a condition precedent to Contractor's obligation to promptly commence and diligently complete any such change authorized by City hereunder. City's right to make changes shall not invalidate the Contract nor relieve Contractor of any liability or other obligations under the Contract. Any requirement of notice of changes in the scope of work to Contractor's surety shall be the responsibility of Contractor.

(c) **Specific Materials & Performance of Work.** Contractor shall furnish all tools, equipment, facilities, labor, and materials necessary to perform and complete, in good workmanlike manner, the work of general construction as called for and in the manner designated in, and in strict conformity with, the plans and specifications for said work entitled, "General Conditions and Special Provisions for Columbia Pool Improvements ." The equipment, apparatus, facilities, labor, and material shall be furnished, and said work performed and completed as required by the Contract under the direction and supervision, and subject to the approval, of the City Engineer or City Engineer's designated agent.

(d) **Exhibits.** All "Exhibits" referred to below or attached hereto are, by this reference, incorporated into the Contract.

	<u>Exhibit Designation</u>	<u>Exhibit Title</u>
1.	Exhibit A	Scope of Services
2.	Exhibit B	Payment by Force Account
3.	Exhibit C	Workers' Compensation Insurance Certification
4.	Exhibit D	Performance Bond
5.	Exhibit E	Payment Bond

**4. Contract Price.** City shall pay, and Contractor shall accept in full payment for the work set forth above in Section 3, Scope of Work, an amount not to exceed **Five Million Seven Hundred-Seventy Thousand Six Hundred Ninety-Five and 04/100 Dollars (\$5,770,695.04)** (the "Contract Price"). Said amount shall be paid pursuant to Section 8 of this Agreement. The Contract Price may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the Contract Price will be determined in the sole discretion of City as follows:

CITY CONTRACT NO. 2024-057

CITY PROJECT NO. 19-51B

{CW078747.3}

(a) If the work performed is on the basis of unit prices contained in the Contract Documents, the change order will be determined in accordance with the provisions in Section 4-1.05, “Changes and Extra Work”, of the Caltrans Standard Specifications, as applicable; or

(b) If the work performed is not included on the engineer’s estimate associated with a unit price, the change order will be by a mutually agreed lump sum; or

(c) If the change order is not determined as described above in either subdivision (a) or (b), the change order will be determined on the basis of force account in accordance with the provisions set forth in **Exhibit B**, “Payment by Force Account,” attached hereto and incorporated herein by reference.

**5. Time for Performance.** The time fixed for the commencement of work under the Contract is within ten (10) working days after the Notice to Proceed has been issued. The work on this project, including all punch list items, shall be completed on or before the expiration of **Ninety Five (95)** working days (the “Completion Date”) beginning on the first day of work or no later than the tenth day after the Notice to Proceed has been issued.

(a) *Right of City to Increase Working Days:* If Contractor fails to complete the Services by the Completion Date, the City Engineer shall have the right to increase the number of working days in the amount the City Engineer may determine will best serve the interests of City, and if the City Engineer desires to increase said number of working days, the City Engineer shall have the further right to charge Contractor and deduct from the final payment for the work the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to Contractor, and which accrue during the period of such extension, except that the cost of the final service and preparation of the final estimates shall not be included in such charges. No extension of time for completion of Services under the Contract shall be considered unless requested by Contractor at least twenty (20) calendar days prior to the Completion Date, in writing, to the City Engineer.

The Completion Date may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the Completion Date will be determined as follows:

- i. Additional working days will be awarded where the amount of time is mutually agreed upon by Contractor and the City Engineer; or
- ii. Additional working days will be awarded where Contractor is prevented from completing any part of the work identified on the critical path and:
  1. where the delay is caused by acts of public enemy, fire, floods, tsunamis, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials and freight embargos, provided that Contractor shall notify Engineer in writing of the causes of delay within fifteen (15) days from the beginning of that delay; or

CITY CONTRACT NO. 2024-057

CITY PROJECT NO. 19-51B

{CW078747.3}

2. where the delay is caused by actions beyond the control of Contractor; or
3. where the delay is caused by actions or failure to act by the City Engineer.

Contractor shall not be entitled to an adjustment in the Completion Date for delays within the control of Contractor. Delays resulting from and within the control of a subcontractor or supplier of Contractor shall be deemed to be delays within the control of Contractor.

(b) *Excusable Delays.* Contractor shall not be in breach of the Contract in the event that performance of Services is temporarily interrupted or discontinued due to a “Force Majeure” event which is defined as: riots, wars, sabotage, civil disturbances, insurrections, or explosions; natural disasters, such as floods, earthquakes, landslides, and fires; strikes, lockouts, and other labor disturbances; or other catastrophic events, which are beyond the reasonable control of Contractor. Force Majeure does not include Contractor’s financial inability to perform, Contractor’s failure to obtain any necessary permits or licenses from other governmental agencies, or Contractor’s failure to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of Contractor. If Contractor’s performance of the Services is delayed by an excusable delay, the Completion Date shall be extended for such reasonable time as determined by the City Engineer. Extensions in time must be requested by Contractor within fifteen (15) calendar days of the excusable delay in order to receive consideration.

(c) *Emergency - Additional Time for Performance - Procurement of Materials.* If, because of war or other declared national emergency, the federal or state government restricts, regulates, or controls the procurement and allocation of labor or materials, or both, and if solely because of said restrictions, regulations or controls, Contractor is, through no fault of Contractor, unable to perform the Services, or the work is thereby suspended or delayed, any of the following steps may be taken:

- i. City may, pursuant to resolution of the City Council, grant Contractor additional time for the performance of the Contract, sufficient to compensate in time, for delay or suspension.

To qualify for such extension in time, Contractor within ten (10) days of Contractor's discovering such inability to perform, shall notify the City Engineer in writing thereof, and give specific reasons therefore; the City Engineer shall thereupon have sixty (60) days within which to procure such needed materials or labor as is specified in this agreement, or permit substitution, or provide for changes in the work in accordance with subdivision (b) of this Section.

Substituted materials, or changes in the work, or both, shall be ordered in writing by the City Engineer, and the concurrence of the City Council shall not

CITY CONTRACT NO. 2024-057

CITY PROJECT NO. 19-51B

{CW078747.3}



be necessary. All reasonable expenses of such procurement incurred by the City Engineer shall be defrayed by the Contractor; or

- ii. If such materials or labor cannot be procured through legitimate channels within sixty (60) days after the filing of the aforesaid notice, either Party may, upon thirty (30) days' written notice to the other, terminate this agreement. In such event, Contractor shall be compensated for all work executed upon a unit basis in proportion to the amount of the work completed, or upon a cost-plus-ten-percent (10%) basis, whichever is the lesser. Materials on the ground, in process of fabrication or in route upon the date of notice of termination specially ordered for the Project and which cannot be utilized by Contractor, shall be compensated for by City at cost, including freight, provided Contractor shall take all steps possible to minimize this obligation; or
- iii. The City Council, by resolution, may suspend the Contract until the cause of inability to perform is removed for a period of not to exceed sixty (60) days.

If the Contract is not canceled, and the inability of Contractor to perform continues without fault on Contractor's part, beyond the time during which the Contract may have been suspended, as herein above provided, the City Council may further suspend the Contract, or either Party hereto may, without incurring any liability, elect to declare the Contract terminated upon the ground of impossibility of performance. In the event City declares this agreement terminated, such declaration shall be authorized by the City Council by resolution, and Contractor shall be notified in writing thereof within five (5) days after the adoption of such resolution. Upon such termination, Contractor shall be entitled to proportionate compensation at the Contract Price for such portion of the Contract as may have been performed; or

- iv. City may terminate the Contract, in which case Contractor shall be entitled to proportionate compensation at the agreed rate for such portion of the Contract as may have been performed. Such termination shall be authorized by resolution of the City Council. Notice thereof shall be forthwith given in writing to Contractor, and the Contract shall be terminated upon receipt by Contractor of such notice.

In the event of the termination provided in this sub-paragraph (iv), none of the covenants, conditions or provisions hereof shall apply to the Services not performed, and City shall be liable to Contractor for the proportionate compensation last herein mentioned.

(d) *Delay Damages.* In the event Contractor, for any reason, fails to perform the Services to the satisfaction of the City Engineer by the Completion Date, City may, in accordance with Section 7203 of the Public Contract Code, in lieu of any other of its rights authorized by Section 6 of this

CITY CONTRACT NO. 2024-057

CITY PROJECT NO. 19-51B

{CW078747.3}

agreement, deduct from payments or credits due Contractor after such breach a sum equal to **Six Thousand** and no/100ths Dollars (**\$6000.00**) for each calendar day beyond the Completion Date. This deduction shall not be considered a penalty but shall be considered as delay damages. The aforementioned rate of deduction is an amount agreed to by the Parties as reasonably representing additional construction engineering costs incurred by City if Contractor fails to complete the Services by the Completion Date. However, any deduction assessed as delay damages shall not relieve Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the Services by the Completion Date. Due account shall be taken of any time extensions granted to Contractor by City. Permitting Contractor to continue work beyond the Completion Date shall not operate as a waiver on the part of City of any of its rights under the Contract nor shall it relieve Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the Services by the Completion Date.

## **6. Termination.**

(a) *Option of City to Terminate Contract for Failure to Complete Services.* If a Party should fail to perform any of its obligations hereunder within the time and in the manner herein provided, or otherwise violates any of the terms of the Contract (the “Defaulting Party”), the other Party shall give notice to the Defaulting Party and allow the Defaulting Party ten (10) days to correct such deficiency. If the Defaulting Party does not correct such deficiency, the other Party may immediately terminate the Contract by giving written notice of such termination, stating the reason for such termination. In such event, Contractor shall be entitled to receive payment for all Services satisfactorily rendered until such termination, provided, however, there shall be deducted from such amount the amount of damage, if any, sustained by virtue of any breach of the Contract by Contractor, including Delay Damages. If payment under the Contract is based upon a lump sum in total or by individual task, payment for Services satisfactorily rendered shall be an amount which bears the same ratio to the total fees specified in this Agreement as the Services satisfactorily rendered hereunder by Contractor to the total services otherwise required to be performed for such total fee, provided, however, that there shall be deducted from such amount the amount of damage, if any sustained by City by virtue of any breach of the Contract by Contractor. Upon termination, Contractor shall deliver copies of all Work Product, as defined in Section 19 of this Agreement, to City. If District terminates the Contract before Contractor commences any Services hereunder, City shall not be obligated to make any payment to Contractor.

(b) If Contractor should be adjudged bankrupt or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it or any of its subcontractors should violate any of the provisions of the Contract, City may serve written notice upon it and its surety of its intention to terminate the Contract. Such notice shall contain the reasons for City’s intention to terminate the Contract, and unless such violations shall cease within five (5) calendar days after serving of such notice, the Contract shall cease and terminate upon the expiration of said five (5) calendar days. In the event of any such termination, City shall immediately serve written notice thereof upon the surety and Contractor, and the surety shall have

CITY CONTRACT NO. 2024-057

CITY PROJECT NO. 19-51B

{CW078747.3}

the right to take over and perform the Contract; provided however, that, if the surety does not give City written notice of its intention to take over and perform the Contract or does not commence performance thereof within thirty (30) calendar days from the date of the service of such notice, City may take over the work and prosecute the same to completion by contract or any other method it may deem advisable, for the account and at the expense of Contractor, and Contractor and its surety shall be jointly liable to City for any excess cost occasioned City thereby, and in such event City may, without liability for so doing, take possession of and utilize in completing the work, such materials, appliances, and other property belonging to Contractor as may be on the Project site and necessary thereof.

**7. Liability for Breach:** Neither Party waives the right to recover direct damages against the other for breach of the Contract, including any amount necessary to compensate City for all detriment proximately caused by Contractor's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. City reserves the right to offset such damages against any payments owed to Contractor. City shall not, in any manner, be liable for special or consequential damages, including but not limited to Contractor's actual or projected lost profits had Contractor completed the Services required by the Contract. In the event of termination by either Party, copies of all finished or unfinished Work Product, as defined in Section 19 of this Agreement, shall become the property of City. Notwithstanding the foregoing, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with the Contract or the Services performed in connection with the Contract.

**8. Compensation:** City shall make payments to Contractor in accordance with the provisions of Section 9 of the General Conditions in legally executed and regularly issued warrants of City, drawn on the appropriate fund or funds as required by law and order of the City Council thereof. Contractor shall be administered a progress payment approximately every thirty (30) calendar days from the time work begins according to the payment schedule furnished by the City Engineer at the time work begins. Contractor shall provide access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Contractor's charges to City under this Contract.

Monthly progress payments in the amount of 95 percent (95%) of the value of the work will be made to Contractor based on the Contractor's estimate and the schedule of prices contained in the accepted bid. The remaining 5 percent (5%) will be retained by City as partial security for the fulfillment of the Contract except that at any time after 50 percent (50%) of the work has been completed, if the City Engineer finds that satisfactory progress is being made and the Project's critical path of work are on schedule, City may discontinue any further retention. Such discontinuance will only be made upon the written request of Contractor. City may, at any time the City Engineer finds that satisfactory progress is not being made, again institute retention of 5 percent (5%) as specified above. Payment will be made as soon as possible after the preparation of the Contractor's estimate. City shall pay the remaining 5 percent (5%) of the value of the Services completed under this Contract, if unencumbered by retentions for claims, not sooner than the expiration of thirty-five (35) calendar days from the date of recordation of the Notice of

CITY CONTRACT NO. 2024-057

CITY PROJECT NO. 19-51B

{CW078747.3}

Completion, pursuant to Section 2 of this agreement, and not later than sixty (60) days from the “completion” of the Services as said term is defined in Public Contract Code section 7107(c).

No estimate or payment shall be made if, in the judgment of the City Engineer, the work is not proceeding in accordance with the provisions of the Contract, or when, in his judgment, the total value of the work done since the last estimate amounts to less than \$1,000. No progress payments will be made if the time allotted for the job is thirty (30) working days or less. Payment of any progress payment, or the acceptance thereof by Contractor, shall not constitute acceptance of the work performed under this Contractor, or any portion thereof, and shall in no way reduce the liability of Contractor to replace unsatisfactory work or materials, though the unsatisfactory character of such work or materials may not have been apparent or detected at the time such payment was made.

Additionally, as a precondition to City’s progress payments hereunder, Contractor shall provide to City, prior to payment, unconditional waivers and releases of stop notices pursuant to Civil Code section 8128 et seq. from each subcontractor and materials supplier. The form of said waivers and releases shall be as set forth in Civil Code section 3262(d)(2).

Pursuant to Public Contract Code section 22300 et seq., Contractor may request the right to substitute securities for any moneys withheld by City to ensure the performance required of Contractor under the Contract, or that City make payment of retentions earned directly into an escrow account established at the expense of Contractor.

**9. Disputes Pertaining to Payment for Work:** Should any dispute arise respecting the true value of any work performed, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of the Contract, such dispute shall be decided by the City Engineer, and the decision of the latter shall be final and conclusive. The Parties agree to comply with the claims resolution procedures set forth in Public Contract Code section 9204 when applicable.

(a) *Claims Processing.* Any submission of a claim by Contractor must comply with the requirements of Public Contract Code section 9204. Upon receipt of a claim pursuant to this section, City shall conduct a reasonable review of the claim and, within a period not to exceed forty-five (45) days, shall provide Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, the Parties may, by mutual agreement, extend the time period provided in this subdivision. Contractor shall furnish reasonable documentation to support the claim. Any payment due on an undisputed portion of the claim shall be processed and made within sixty (60) days after City issues its written statement. If Contractor disputes City’s written response, or if City fails to respond to a claim issued pursuant to this section within the time prescribed, Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute.

(b) *Meet-and-Confer Conference.* Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, City shall schedule a meet-and-confer conference

CITY CONTRACT NO. 2024-057

CITY PROJECT NO. 19-51B

{CW078747.3}

within thirty (30) days for settlement of the dispute. Within ten (10) business days following the conclusion of the meet-and-confer conference, if the claim or any portion of the claim remains in dispute, City shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within sixty (60) days after the City issues its written statement.

(c) *Nonbinding Mediation.* Any disputed portion of the claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with the Parties sharing the associated costs equally. The Parties shall mutually agree to a mediator within ten (10) business days after the disputed portion of the claim has been identified in writing. If the Parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject judicial review pursuant to Section 23 of this Agreement.

Notwithstanding any claim, dispute, or other disagreement between the Parties regarding performance under the Contract, the scope of work hereunder, or any other matter arising out of or related to, in any manner, the Contract, Contractor shall proceed diligently with performance of the Services in accordance with City's written direction, pending any final determination or decision regarding any such claim, dispute, or disagreement.

**10. Permits and Care of Work:** Contractor shall, at Contractor's expense, obtain all necessary permits and licenses for the construction of each improvement, give all necessary notices and pay all fees and taxes required by law, except those City fees set forth in Section 1 of the Special Provisions. Contractor has examined the Project site and is familiar with its topography and condition, location of property lines, easements, building lines, and other physical factors and limitations affecting the performance of the Contract. Contractor, at Contractor's expense, shall obtain any permission necessary for any operations conducted off the property owned or controlled by City. Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.

**11. Public Works and Payment of Prevailing Wage:**

(a) *Monitoring and Enforcement.* In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, all work performed under the Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations (“DIR”). All work performed by Contractor or its subcontractors under the Contract is subject to the requirements of Labor Code section 1720 et seq. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 of the Labor Code at the

CITY CONTRACT NO. 2024-057

CITY PROJECT NO. 19-51B

{CW078747.3}

time the contract is awarded. Contractor and its subcontractors shall furnish the records specified in Section 1776 of the Labor Code directly to the Labor Commissioner, at least monthly, in the format prescribed by the Labor Commissioner.

In accordance with the provisions of Section 1773.3 of the Labor Code, City shall provide notice to DIR of the award of this Contract within thirty (30) working days of the award. The notice shall be transmitted electronically in a format specified by DIR and shall include the name of Contractor, any subcontractor listed on the successful bid, the bid and contract award dates, the contract amount, the estimated start and completion dates, Project location, and any additional information DIR specifies that aids in the administration and enforcement of Section 1720 et seq. of the Labor Code.

(b) *Wages & Hours of Employment:* In the performance of the Services under the Contract, eight (8) hours shall be the maximum hours of labor on any calendar day, and the minimum wages of compensation of persons performing labor in the execution of this agreement shall be the current prevailing scale of wages determined by DIR for the community. Contractor shall forfeit as penalty Twenty-five and no/100ths Dollars (\$25.00) to be paid to City for each workman employed in the execution of the Contract by Contractor or its subcontractor(s), for each calendar day during which any workman is required or permitted to labor more than eight (8) hours, in violation of provisions of Labor Code section 1810 et seq. Contractor shall post prevailing wage rates at the Project no later than the first day Contractor commences performance of the Services under the Contract.

**12. Superintendence by Contractor:** Contractor shall give personal superintendence to the work on the Project or have a competent foreman or superintendent satisfactory to the City Engineer on the Project at all times during construction and performance of work under the Contract, with authority to act for Contractor.

**13. Inspection and Testing by City:** Contractor shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work performed on the Project and to the shops wherein the work is in preparation. Contractor shall notify City with sufficient time in advance of the manufacture of production materials to be supplied by Contractor under the Contract in order for City to arrange for mill or factory inspection and testing of same. Any materials shipped by Contractor from factory prior to having satisfactorily passed such testing and inspection by City's representative or prior to the receipt of notice from such representative that such testing and inspection will not be required shall not be incorporated on the Project. Contractor shall also furnish to City, in triplicate, certified copies of all factory and mill test reports upon request.

**14. Conformity with Law and Safety:** Contractor shall observe and comply with all applicable laws, ordinances, codes, and regulations of governmental agencies, including federal, state, municipal, and local governing bodies having jurisdiction over any or all of the scope of Services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, the California Building Code, the American with Disabilities Act, any copyright, patent, or trademark law, and all other applicable federal, state, municipal, and local safety regulations, appropriate trade association safety

CITY CONTRACT NO. 2024-057  
CITY PROJECT NO. 19-51B

standards, and appropriate equipment manufacturer instructions. All Services performed by Contractor or its subcontractors must be in accordance with these laws, ordinances, codes, and regulations. Contractor's failure to comply with any laws, ordinances, codes, or regulations applicable to the performance of the Services hereunder shall constitute a breach of contract. In cases where standards conflict, the standard providing the highest degree of protection shall prevail.

If a death, serious personal injury or substantial property damage occurs in connection with the performance of the Contract, Contractor shall immediately notify City's risk manager by telephone. If any accident occurs in connection with the Contract, Contractor shall promptly submit a written report to City, in such form as City may require. This report shall include the following information: (a) name and address of the injured or deceased person(s); (b) name and address of Contractor's subcontractor, if any; (c) name and address of Contractor's liability insurance carrier; and (d) a detailed description of the accident, including whether any of City's equipment, tools, or materials were involved.

If a release of a hazardous material, substance, or waste occurs in connection with the performance of the Contract, Contractor shall immediately notify City. Contractor shall not store hazardous materials or hazardous waste within City limits without a proper permit from City.

**15. Other Contracts:** City may award other contracts for additional work on the Project, and Contractor shall fully cooperate with such other contractors and carefully fit Contractor's own work to that provided under other contracts as may be directed by the City Engineer. Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor.

**16. Bonds:** Concurrently with the execution hereof, Contractor shall furnish, on the forms provided herein as **Exhibits D and E**, respectively, corporate surety bonds to the benefit of City, issued by a surety company acceptable to City and authorized and admitted to do business in the state of California, as follows:

(a) *Faithful Performance Bond.* In an amount equal to at least one hundred percent (100%) of the Contract Price as security for the faithful performance of the Contract. The bond shall contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the Civil Code.

(b) *Payment Bond.* In an amount equal to at least one hundred percent (100%) of the Contract Price as security for the payment of all persons performing labor and furnishing materials in connection with the Contract. The bond shall be in accordance with the provisions of Sections 3225, 3226, and 3247 through 3252, inclusive, of the Civil Code and Section 13020 of the Unemployment Insurance Code of California. Said bond shall also contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the Civil Code.

The surety companies shall familiarize themselves with all provisions and conditions of the Contract. It is understood and agreed that the surety or sureties waive the right of special

CITY CONTRACT NO. 2024-057

CITY PROJECT NO. 19-51B

{CW078747.3}

notification of any modification or alterations, omissions or reductions, extra or additional work, extensions of time, or any other act or acts by City or its authorized agents under the terms of this Contract and failure to so notify the surety or sureties of such changes shall in no way relieve the surety or sureties of their obligations under the Contract.

**17. Indemnification:**

(a) *Indemnity for Professional Liability.* When the law establishes a professional standard of care for Contractor's Services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend, and hold harmless City and any and all of its elective and appointive boards, officers, officials, agents, employees or volunteers ("City's Agents") from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent Contractor or its subcontractors are responsible for such damages, liabilities and costs on a comparative basis of fault between Contractor or its subcontractors and City in the performance of professional services under the Contract. Contractor shall not be obligated to defend or indemnify City for City's own negligence or for the negligence of others.

(b) *Indemnity for other than Professional Liability.* Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend, and hold harmless City and any and City's Agents from and against any liability, including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of the Contract by Contractor or by any individual or agency for which Contractor is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Contractor.

**18. Contractor's Insurance:** Concurrently with the execution hereof, Contractor shall furnish City with satisfactory proof of carriage of the insurance required under this section, and that Contractor shall give City at least sixty (60) days prior notice of the cancellation of any policy during the Term of this contract. Contractor shall not commence work under this Agreement until Contractor has obtained City's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of the Contract. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to City.

(a) *General Liability Insurance.* Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence, Four Million Dollars

CITY CONTRACT NO. 2024-057

CITY PROJECT NO. 19-51B

{CW078747.3}



(\$4,000,000.00) general aggregate, for bodily injury, personal injury, and property damage, including, without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property damage hazards. Contractor's general liability policies shall be primary and not seek contribution from City's coverages and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required. The policy shall contain, or be endorsed to contain, the following provisions:

- (1) City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the Contract. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.
- (2) For any claims related to the Project, Contractor's insurance coverage shall be primary insurance as respects City and any insurance or self-insurance maintained by City shall be excess of Contractor's insurance and shall not contribute with it.
- (3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to City under the Contract, the insurer, broker/producer, or Contractor shall provide City with thirty (30) days' prior written notice of such cancellation, non-renewal, or material change.
- (4) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

(b) *Workers' Compensation Insurance.* Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least One Million Dollars (\$1,000,000.00). Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

(c) *Auto Insurance.* Contractor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent,

CITY CONTRACT NO. 2024-057

CITY PROJECT NO. 19-51B

{CW078747.3}

with a limit of no less than Two Million Dollars (\$2,000,000.00) per accident. If Contractor owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

(d) *Builder's Risk Insurance.* Upon commencement of construction and with approval of City, Contractor shall obtain and maintain Builder's Risk/Course of Construction insurance. The policy shall be provided for replacement value on an "all-risk" basis. City shall be named as Loss Payee on the policy and there shall be no coinsurance penalty provision in any such policy. The policy must include: (1) coverage for removal of debris and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures, and all other properties constituting a part of the project; (2) coverage with limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site, whether provided from within a Builder's Risk policy or through the addition of an Installation Floater. Such insurance shall be on a form acceptable to City to ensure adequacy of terms and limits. Contractor shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to City.

(e) *Contractors Pollution Insurance.* Pollution Coverage shall be provided on a Contractors Pollution Liability form, or other form acceptable to City, providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than One Million Dollars (\$1,000,000.00) per claim. All activities contemplated in the Contract shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites.

(f) *Professional Liability Insurance.* When applicable, Contractor shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with the Contract, in the minimum amount of One Million Dollars (\$1,000,000.00) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by the Contract.

(g) *Deductibles and Self-Insured Retentions.* Upon request of City, any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City and City's Agents; or (2) Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

(h) *Acceptability of Insurers.* Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII or with an insurer to which City has provided prior approval.

(i) *Verification of Coverage.* Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by

CITY CONTRACT NO. 2024-057

CITY PROJECT NO. 19-51B

{CW078747.3}

this Section 18. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.

(j) *Waiver of Subrogation.* With the exception of professional liability, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by Contractor, its agents, employees, independent contractors and subcontractors. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(k) *Subcontractors.* Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**19. Ownership of Work Product:** Any and all work, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, designs, specifications, drawings, diagrams, surveys, source codes, professional or technical information or data, photographs, notes, letters, emails, or any original works of authorship created by contractor or its subcontractors or subcontractors in connection with Services performed under the Contract ("Work Product") shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of City. In the event that it is ever determined that any Work Product created by Contractor or its subcontractors or subcontractors under the Contract are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such Work Product to City. With the prior written approval of the City Engineer, Contractor may retain and use copies of such Work Product for reference and as documentation of its experience and capabilities.

All Work Product shall become the property of City irrespective of where located or stored and Contractor agrees to deliver all such documents and information to City, without charge and in whatever form it exists, upon the Completion Date, as may be extended. Contractor shall have no ownership interest in such Work Product.

All Work Product of Contractor under the Contract, including written information which City will cause to be distributed for either internal or public circulation, including both preliminary and final drafts, shall be delivered to City in both printed and electronic form, or as may be specific in Exhibit A.

When the Contract is terminated, Contractor agrees to return to City all documents, drawings, photographs, and other written or graphic material, however produced, that it received from City or City's Agents, in connection with the performance of its Services under the Contract. All materials shall be returned in the same condition as received.

CITY CONTRACT NO. 2024-057

CITY PROJECT NO. 19-51B

{CW078747.3}

**20. Taxes:** Payment of any taxes, including California sales and use taxes, levied upon the Contract, the transaction, or the Services or goods delivered pursuant hereto, shall be the obligation of Contractor. Contractor shall cooperate with City to the full extent possible to maximize the local allocation of California sales and use tax to City. Such cooperation shall include, but not be limited to:

(a) *Use Tax Direct Payment Permits.* Contractor shall apply for, obtain, and utilize, to the maximum extent reasonable, a California Use Tax Direct Payment Permit.

(b) *Purchases of \$500,000 or More.* Contractor shall require vendors and suppliers located outside California from whom Contractor makes purchases of \$500,000 or more to allocate the use tax to City.

**21. Independent Contractor:** At all times during the Term of the Contract, Contractor shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which Contractor performs the Services required under the Contract. Contractor shall be liable for its acts and omissions, and those of its employees, contractors, subcontractors, representatives, volunteers, and its agents. Nothing contained herein shall be construed as creating an employment, agency, or partnership relationship between City and Contractor. City shall have the right to control Contractor only insofar as the result of Contractor's Services rendered pursuant to the Contract; however, City shall not have the right to control the means by which Contractor accomplishes Services rendered pursuant to the Contract.

**22. Contractor Not Agent:** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to the Contract to bind City to any obligation whatsoever.

**23. Arbitration of Disputes:** All claims, disputes, and other matters in question between City and Contractor arising out of, or relating to, this Contract or the breach thereof, including claims of Contractor for extra compensation of Services related to the project, shall be decided by arbitration before a single arbitrator in accordance with the provisions of Sections 1281 through 1284.2 of the Code of Civil Procedure (the "Arbitration Laws") unless the Parties mutually agree otherwise. The provisions of Section 1283.05 of the Arbitration Laws apply to any arbitration proceeding except as otherwise provided in the Contract. The arbitrator shall have authority to decide all issues between the Parties including, but not limited to, claims for extras, delay, and liquidated damages, if any, provided for the Contract, matters involving defects in the Services performed by Contractor or its subcontractors, rights to payment, and whether the necessary procedures for arbitration have been followed. The award rendered by the arbitrator shall be final and judgment may be entered upon it in accordance with applicable law in any court having competent jurisdiction thereof.

Notice of the demand for arbitration shall be filed in writing with the other Party. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or

CITY CONTRACT NO. 2024-057

CITY PROJECT NO. 19-51B

{CW078747.3}

equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations.

The parties shall jointly appoint an arbitrator within fifteen (15) calendar days of the date of giving the notice of the demand for arbitration. If the Parties are unable to jointly agree upon the appointment of an arbitrator within said fifteen (15) calendar day period, and do not agree in writing to extend said period for a fixed period, then either Party may seek to have the arbitrator appointed by the Superior Court of Stanislaus County in accordance with the Arbitration Laws.

If any proceeding is brought to contest the right to arbitrate and it is determined that such right exists, the losing Party shall pay all costs and attorney's fees incurred by the prevailing Party.

In addition to the other rules of law which may be applicable to any arbitration hereunder, the following shall apply:

(a) Promptly upon the filing of the arbitration, each Party shall be required to set forth in writing and to serve upon each other Party a detailed statement of its contentions of fact and law.

(b) All Parties to the arbitration shall be entitled to the discovery procedures provided under Section 1283.05 of the California Code of Civil Procedure.

(c) The arbitration shall be commenced and conducted as expeditiously as possible consistent with affording reasonable discovery as provided herein.

(d) These additional rules shall be implemented and applied by the arbitrator.

The costs of arbitration shall be borne by the Parties as determined by the arbitrator, but each Party shall bear its own attorney's fees associated with the dispute with the other Party and to the arbitration.

All administrative remedies required under Section 9 of this Agreement or pursuant to Public Contract Code section 9204, or required by any other law, shall be exhausted prior to commencement of any arbitration under this Section 23.

**24. Provisions Cumulative:** The provisions of the Contract are cumulative, and in addition to and not in limitation of, any other rights or remedies available to City.

**25. Notices:** All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Any Party hereto may at any time, by giving ten (10) days' written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below.

CITY CONTRACT NO. 2024-057

CITY PROJECT NO. 19-51B

{CW078747.3}

If to City: **City of Turlock**  
**Attn: City Engineer**  
**156 S. Broadway, Suite 150**  
**Turlock, CA 95380-5461**

With courtesy copies to: **Petrulakis Law & Advocacy, APC**  
**Attn: George A. Petrulakis, Interim City Attorney**  
**P.O. Box 92**  
**Modesto, Ca 95353**

If to Contractor: **Bobo Construction, Inc**  
**9722 Kent Street, Elk Grove, CA 95624**  
**Elk Grove, CA**

If to Contractor's Sureties: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**26. City Contract Administrator:** The City's contract administrator and contact person for this Agreement is:

Randall Jones  
City of Turlock Engineering Division  
156 S. Broadway, Suite 150  
Turlock, California 95380-5461  
Telephone: (209) 668-5520  
E-mail: [RJones@turlock.ca.us](mailto:RJones@turlock.ca.us)

**27. Interpretation:** As used herein, any gender includes each other gender, the singular includes the plural and vice versa.

**28. Antitrust Claims:** Contractor or its subcontractors offer and agree to assign to City all rights, title, and interest to any causes of action under Section Four of the Clayton Act and the Cartwright Act concerning antitrust claims.

**29. Use of City Project Number:** Contractor or its subcontractors agree to use the aforementioned City project number on all maps, drawings, submittals, billing, and written correspondence that involve City staff or contracted consultants. Nothing in this section shall preclude Contractor or its subcontractors from using their own project numbers for their own internal use.

CITY CONTRACT NO. 2024-057

CITY PROJECT NO. 19-51B

**30. No Conflict of Interest:** Contractor represents that no conflict of interest will be created under state or federal law by entering into or in carrying out the Contract.

**31. Confidentiality:** Contractor understands and agrees that, in the performance of Services under the Contract, or in the contemplation thereof, Contractor may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City (“Confidential Information”). Contractor shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of City. If City gives Contractor written authorization to make any such disclosure, Contractor shall do so only within the limits and to the extent of that authorization. Contractor may be directed or advised by the City Attorney on various matters relating to the performance of Services on the Project or on other matters pertaining to the Project, and in such event, Contractor agrees that it will treat all communications between itself, its employees, and its subcontracts as being communications which are within the attorney-client privilege.

**32. Modification.** No alteration, amendment, modification, or termination of the Contract shall be valid unless made in writing and executed by all Parties to the Contract.

**33. Waiver:** No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

**34. Assignment:** No Party to the Contract shall assign, transfer, or otherwise dispose of this Agreement in whole or in part to any individual, firm, or corporation without the prior written consent of the other Party. Subject to the foregoing provisions, the Contract shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties hereto.

**35. Authority:** All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, person, states, or firms and that all former requirements necessary or required by state or federal law in order to enter into the Contract have been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

**36. Governing Law:** The Contract shall be governed and construed in accordance with the laws of the state of California.

CITY CONTRACT NO. 2024-057

CITY PROJECT NO. 19-51B

{CW078747.3}

**37. Severability:** If the Contract in its entirety is determined by an arbitrator or a court of competent jurisdiction to be invalid or unenforceable, the Contract shall automatically terminate as of the date of final entry of judgment. If any provision of the Contract shall be determined to be invalid and unenforceable, or if any provision of the Contract is rendered invalid or unenforceable according the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

**38. Counterparts:** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original but together shall constitute one and the same instrument.

**39. Mandatory and Permissive:** “Shall” and “will” and “agrees” are mandatory. “May” and “can” are permissive.

**40. Headings:** Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

**41. Attorney’s Fees and Costs:** Except as expressly provided for in Section 23 of this Agreement, if any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret the provisions of the Contract, the prevailing Party shall be entitled to reasonable attorney’s fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

**42. Necessary Acts and Further Assurances:** The Parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of the Contract.

**43. Recitals:** The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Section 1 through 43 of this Agreement, Sections 1 through 43 shall prevail.

***[Signatures on Following Page]***

CITY CONTRACT NO. 2024-057

CITY PROJECT NO. 19-51B

{CW078747.3}



**IN WITNESS WHEREOF**, two identical counterparts of this agreement, consisting of a total of 42 pages, each of which counterparts shall for all purposes be deemed an original of said agreement, have been duly executed by the parties hereinabove named, on the day and year first herein above written.

**CONTRACTOR**

**CITY OF TURLOCK, a municipal corporation**

By: \_\_\_\_\_

By: \_\_\_\_\_  
Reagan M. Wilson, City Manager

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

Address: \_\_\_\_\_

APPROVED AS TO SUFFICIENCY:

\_\_\_\_\_  
Phone: \_\_\_\_\_

By: \_\_\_\_\_  
William D. Morris, RCE, PLS, City Engineer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Erik Schulze, Public Works Director

Federal Tax ID or Social Security No:

APPROVED AS TO FORM:

\_\_\_\_\_

By: \_\_\_\_\_  
George A. Petrulakis, City Attorney

DIR Registration Number:

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_  
Julie Christel, City Clerk

Attach Contractor's Seal Here

CITY CONTRACT NO. 2024-057

CITY PROJECT NO. 19-51B

{CW078747.3}

**EXHIBIT A  
CONTRACTOR'S PROPOSAL FOR SERVICES**

**PROPOSAL**

---

Project No. 19-51B

**Columbia Pool Improvements**

City of Turlock, California

DATED: 9/6/2023

To: The Honorable City Council of the City of Turlock, California:

NAME OF BIDDER: Bobo Construction, Inc.

BUSINESS ADDRESS: 9722 Kent Street, Elk Grove, CA 95624

PLACE OF RESIDENCE: Elk Grove, CA

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose.

In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item. In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail except as provided in (a) or (b), as follows:

(a) If the amount set forth as unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

(b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the Department's Final Estimate of cost.

CITY CONTRACT NO. 2024-057

CITY PROJECT NO. 19-51B

{CW078747.3}

## PROPOSAL SUBMITTAL CHECKLIST

The bidder shall provide a complete proposal in a sealed envelope before 11:00AM on Wednesday, September 6, 2023 at the address shown on the cover sheet of these specifications. FAILURE TO PROVIDE ALL THE REQUIRED DOCUMENTS LISTED IN THE TABLE BELOW MAY CAUSE THE PROPOSAL TO BE CONSIDERED NON-RESPONSIVE.

<b>Complete Proposal</b>	<b>Page No.</b>
<input checked="" type="checkbox"/> PROPOSAL AND BIDDING FORM.....	5-11
<input checked="" type="checkbox"/> AFFIDAVIT .....	12
<input checked="" type="checkbox"/> INFORMATION REQUIRED OF BIDDER .....	13-14
<input checked="" type="checkbox"/> BIDDER'S BOND .....	15-16
<input checked="" type="checkbox"/> LIST OF SUBCONTRACTORS.....	17-18
<input checked="" type="checkbox"/> IRAN CONTRACTING ACT CERTIFICATION .....	19

### **Special Note Regarding Escrow Bid Documents:**

The apparent low bidder shall submit one copy of all documentary information generated in preparation of Bid prices for this Project within one week after the bid opening. This material is hereinafter referred to as "Escrow Bid Documents." The Escrow Bid Documents of the low bidder will be held in escrow for the duration of the contract. See Special Provisions Section "Escrow Bid Documents."

In accordance with the annexed Notice to Contractors, the undersigned, as bidder, declares that he has carefully examined the location of the proposed work, the plans, specifications and technical requirements therefore, and the proposed forms of contract and bonds mentioned or referred to in said Notice and on file in the office of the City Engineer of the City of Turlock, together with the prevailing rate of per diem wages for each craft or type of workmen needed to execute said contract; and he proposes and agrees that if this proposal is accepted, he will furnish all labor, materials, equipment, plant transportation, service, sales taxes, permit fees and other costs necessary to complete the construction in strict conformity to the plans and specifications and he will enter into a written contract with the City of Turlock in the form of contract on file in the Office of the City Engineer for such purposes, and that he will execute and/or provide all bonds and insurance certificates required by law and/or by said contract and/or mentioned in said Notice to Contractors all in accordance with and subject to all applicable laws, and that he will take in full payment therefore the following unit prices, to wit:

CITY CONTRACT NO. 2024-057

CITY PROJECT NO. 19-51B

{CW078747.3}

**BIDDER'S FORM - ADDENDUM 1**

PROJECT TITLE: Columbia Pool Improvements

PROJECT NUMBER: 19-51B

OPENING DATE: September 6, 2023

OPENING TIME: 2:00PM

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total
1	Mobilization and Demobilization (Max 5%)	LS	1	273,000.00	273,000.00
2	General Conditions (Max 3%)	LS	1	117,000.00	117,000.00
3	Construction Project Sign	EA	1	6,500.00	6,500.00
4	Temporary Erosion and Sediment Control	LS	1	65,000.00	65,000.00
5	Temporary Construction Fencing	LF	770.50	<del>20.78</del> 20.78	16,016.00
6	Temporary Tree Protection	LS	1	10,400.00	10,400.00
7	Tree Removal	LS	1	6,500.00	6,500.00
8	Sawcut & Removal of Concrete	SF	1,504	<del>5.72</del> 5.72	8,603.00
9	Sawcut & Removal of AC	SF	4,287	<del>1.43</del> 1.43	6,130.00
10	Site Clearing & Grubbing	SF	39,527	92	36,483.00
11	Site Grading (Rough/ Fine)	SF	57,765	2.29	132,166.00
12	4 Unit Pedestal Shower	EA	2	6,500.00	13,000.00
13	Tri-Level Pedestal Drinking Fountain w/ Bottle Filler	EA	2	9,842.00	19,685.00
14	6' Tall CMU Block Wall with 4' Tall Steel Fence Above	LF	162	<del>350.00</del> 350.00	56,700.00
15	Updated Gate Hardware (2 Sets EA w/ Self Closing Hinges & Panic Hardware	LS	1	3,900.00	3,900.00
16	8' CLR x 10' Tall Wrought Iron Double Swing Gates	EA	1	26,000.00	26,000.00
17	6' CLR x 10' Tall Wrought Iron Double Swing Gates	EA	1	26,000.00	26,000.00
18	5' CLR x 6' Tall Wrought Iron Swing Gate	EA	1	13,000.00	13,000.00
19	10' Tall Wrought Iron Fencing	LF	174	<del>162.50</del> 162.50	28,275.00

CITY CONTRACT NO. 2024-057

CITY PROJECT NO. 19-51B

{CW078747.3}

20	City Std Concrete Backed Benches	EA	3	<del>6,000.00</del> 1,072.67	3,218.00
21	Concrete Backless Benches	EA	9	<del>3,115.56</del> 3,115.56	28,396.00
22	Concrete Picnic Tables	EA	6	1,157.00	6,942.00
23	Concrete Accessible Picnic Tables	EA	2	1,235.00	2,470.00
24	Concrete Trash Receptacles	EA	4	<del>747.50</del> 747.50	2,990.00
25	Concrete Recycle Receptacles	EA	4	<del>877.50</del> 877.50	3,510.00
26	Custom Concrete Pool Entry Sign	EA	1	7,748.00	7,748.00
27	Shade Structure (16'x16')	EA	2	<del>97,052.00</del> 97,054.00	194,163.00
28	Shade Structure (12'x42')	EA	1	97,054.00	97,054.00
29	Shade Structure (20'x30')	EA	1	97,052.00	97,052.00
30	Bike Racks	EA	10	780.00	7,800.00
31	24" High Metal Debris Panels on N&E Fencing and Gates	LF	363	71.50	25,955.00
32	Paint Existing Perimeter Pool Fence	LS	1	23,400.00	23,400.00
33	20' Tall Flag Pole w/ 3x5 Flag	EA	1	6,500.00	6,500.00
34	City Std Trash Enclosure w/ 4' Tall Wrought Iron Fence	LS	1	43,405.00	43,405.00
35	Pool Mechanical Building Shell Only (Pad Prep & Install)	LS	1	169,210.00	169,210.00
36	4" Concrete Flatwork	SF	5,035	15.28	76,910.00
37	4" Concrete Flatwork w/ Non-Slip Coating	SF	10,038	15.50	155,549.00
38	6" Concrete Flatwork	SF	643	15.67	9,688.00
39	12" Wide Concrete Band	LF	208	60.92	12,671.00
40	6" Pad Base Prep for Public Restroom Company Buildings	SF	740	18.24	13,497.00
41	3" HMA/ 4" A.B.	SF	3,696	19.15	70,775.00
42	4" HMA/ 6" A.B.	SF	345	64.83	22,367.00
43	2" Gas Main for Pool Heater	LS	1	52,000.00	52,000.00
44	Connect 8" Water Line to Existing 6" Water Main	EA	1	32,198.00	32,198.00
45	2" Water Line	LF	735	58.16	42,749.00
46	2" Water Meter	EA	2	3,123.50	6,247.00
47	2" Water Valve	EA	5	1,133.00	5,665.00

CITY CONTRACT NO. 2024-057

CITY PROJECT NO. 19-51B

{CW078747.3}

48	3" Water Line	LF	226	104.22	23,554.00
49	4" Water Meter	EA	1	10,150.00	10,150.00
50	6" Water Line	LF	45	196.31	8,834.00
51	8" Water Line	LF	105	188.50	19,793.00
52	8" Water Valve	EA	1	2,876.00	2,876.00
53	2" Backflow Prevention Assembly w/ Enclosure	EA	2	4,535.50	9,071.00
54	4" Backflow Prevention Assembly w/ Enclosure	EA	1	13,761.00	13,761.00
55	Fire Hydrant Assembly	EA	1	14,386.00	14,386.00
56	Connect 6" to Existing 6" Sanitary Sewer	EA	3	3,617.67	10,853.00
57	6" Sanitary Sewer Line	LF	619	97.23	60,184.00
58	Sanitary Sewer Manhole	EA	3	12,733.33	38,200.00
59	Sanitary Sewer Clean-out	EA	11	36.73	404.00
60	Sanitary Sewer Inlet	EA	4	134.75	539.00
61	6" Storm Drain Line	LF	96	95.26	9,145.00
62	<b>Nyoplast Drain Basin</b>	EA	3	5,075.00	15,225.00
63	48" French Drain Section	LF	155	690.05	106,958.00
64	Storm Drain Inlet	EA	1	10,601.00	10,601.00
65	Swimming Pool & Mechanical Equipment	LS	1	1,610,002.00	1,610,002.00
66	Swimming Pool Deck & Drainage	LS	1	440,408.00	440,408.00
67	Swimming Pool Deck Equipment	LS	1	65,816.00	65,816.00
68	Swimming Pool Thermal Covers & Reels	LS	1	63,700.00	63,700.00
69	Swimming Pool Safety Covers & In-Deck Anchors	LS	1	41,470.00	41,470.00
70	Swimming Pool Surge Chamber & Access Hatch	LS	1	73,135.00	73,135.00
71	Swimming Pool Heater	LS	1	136,884.00	136,884.00

CITY CONTRACT NO. 2024-057

CITY PROJECT NO. 19-51B

{CW078747.3}

72	Site Electrical System	LS	1	413,223. <sup>00</sup>	413,223. <sup>00</sup>
73	Site Security System	LS	1	303,499. <sup>00</sup>	303,499. <sup>00</sup>
74	Soil Conditioning & Amendments	SF	15,454	1.64	16,572. <sup>00</sup>
75	Decomposed Granite Mulch (3" Minimum Depth)	SF	3,917	1.56	6,111. <sup>00</sup>
76	Sod Turf Renovation	LS	1	23,400. <sup>00</sup>	23,400. <sup>00</sup>
77	5 Gallon Shrubs	EA	82	42.90	3,518. <sup>00</sup>
78	24" Box Trees	EA	13	754. <sup>00</sup>	9,802. <sup>00</sup>
79	Tree Root Barriers	LF	112	11.70	1,310. <sup>00</sup>
80	Irrigation System – Tree Root Watering	EA	26	325. <sup>00</sup>	8,456. <sup>00</sup>
81	Irrigation System – Low Flow Bubblers	SF	3,917	2.60	10,184. <sup>00</sup>
82	Irrigation System – Turf Rotary Spray	SF	11,537	2.47	28,496. <sup>00</sup>
83	Irrigation Controller & Weather Sensor	LS	1	4,550. <sup>00</sup>	4,550. <sup>00</sup>
84	Irrigation Flow Sensor & Master Valve	LS	1	1,742. <sup>00</sup>	1,742. <sup>00</sup>
85	Landscape Maintenance Establishment Period (60 Day)	LS	1	3,900. <sup>00</sup>	3,900. <sup>00</sup>
86	6" Vertical Curb	LF	47	130.43	6,130. <sup>00</sup>
87	Alley Approach	EA	1	12,092. <sup>00</sup>	12,092. <sup>00</sup>
Subtotal					

Bidder has examined and carefully studied the Bidding documents and other related data identified in the Bidding Documents and the following Addenda, receipt of which is hereby acknowledged.

ADDENDA

No. <u>1</u>	Date <u>8/31/2023</u>	Signed 
No. _____	Date _____	Signed _____
No. _____	Date _____	Signed _____
No. _____	Date _____	Signed _____
No. _____	Date _____	Signed _____

TOTAL BID WRITTEN IN FIGURES: \$ 5,770,631.00

TOTAL BID WRITTEN IN WORDS: Five million seventy hundred seventy thousand six hundred thirty one

CONTRACTOR: Bobo Construction, Inc.

CITY CONTRACT NO. 2024-057  
CITY PROJECT NO. 19-51B

COMPANY'S NAME: Bobo Construction, Inc.

BY:  Austin Bobo, Vice President

ADDRESS: 9722 Kent Street  
(Number) (Street)

Elk Grove, CA 95624  
(City) (State) (ZIP)


CONTRACTOR'S PHONE #: 916-383-7777

**NOTE: CONTRACTOR WILL BE REQUIRED TO LIST THEIR LICENSE NUMBER, EXPIRATION DATE, AND APPROPRIATE STATEMENT REGARDING PERJURY AND SIGNED BY INDIVIDUAL AUTHORIZED TO DO SO. FAILURE TO INCLUDE THE ABOVE ITEMS MAY CAUSE SAID CONTRACTOR'S BID TO BE REJECTED.**

Bobo Construction, Inc., Contractor's License # 183537, Class A, B  
(Company's Name)

Expires 9/30/2024. DIR #: 1000000906

This information is true, is provided as per Section 7028.15 of the Business and Professions Code, and is made herein under penalty of perjury.

X  Austin Bobo, Vice President 9/6/2023  
(Bidder's Signature) (Date)

If the proposal is accepted and the undersigned shall fail to contract as aforesaid and fail to file with the City insurance certificates as required by said contract, within fourteen (14) days after the bidder has received notice from the City Engineer or his representative of the City of Turlock that the contract has been awarded to bidder and is ready for signature, the City of Turlock may, at its option, determine that the bidder has abandoned his contract, and thereupon this proposal and the acceptance thereof shall be null and void.

*Also accompanying this proposal is an affidavit of non collusion and questionnaire to general contractors, a statement of proposed sub contractors, if any, the address of mill, shop or office of any sub contractor, and a statement of work to be performed by sub contractors.*

The names and addresses of persons interested in the foregoing proposal as principals are as follows:

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a partnership, state true name of firm, also names of all individual co partners composing firm; if bidder or other interested person is an individual, state first and last name in full.)

CITY CONTRACT NO. 2024-057

CITY PROJECT NO. 19-51B

{CW078747.3}

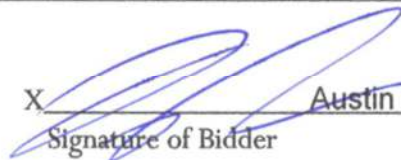


Licensed in accordance with an act providing for the registration of Contractors,  
License No. 183537 Expiration Date 9/30/2023.

DATED: September 6, 2023

Address: 9722 Kent Street, Elk Grove, CA 95624

Phone: 916-383-7777

X  Austin Bobo, Vice President  
Signature of Bidder

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officers authorized to sign contracts on behalf of the corporation; if bidder is a co partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co partnership; and, if bidder is an individual, his signature shall be placed above. If a signature is by an agent other than an officer of a corporation or a member of the partnership, a Power of Attorney must be on file with the City Clerk prior to opening or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

CITY CONTRACT NO. 2024-057

CITY PROJECT NO. 19-51B

{CW078747.3}

**EXHIBIT B**  
**PAYMENT BY FORCE ACCOUNT**

For work paid by force account, the City Engineer compares City's records to Contractor's daily force account work report. When the City Engineer and Contractor agree on the contents of the daily force account work reports, the City Engineer accepts the report and City pays for the work. If the records differ, City pays for the work based only on the information shown on City's records. If a subcontractor performs work at force account, work paid at force account will be accepted at an additional 2 percent (2%) markup to the total cost of that work, including markups, as reimbursement for additional administrative costs. The markups specified in labor, materials, and equipment includes compensation for all delay costs, overhead costs, and profit. If an item's unit price is adjusted for work-character changes, City excludes Contractor's cost of determining the adjustment. Payment for owner-operated labor and equipment is made at the market-priced invoice submitted.

**A. Labor.** Labor payment is full compensation for the cost of labor used in the direct performance of the work plus a fifteen percent (15%) markup, as set forth below, and consistent with California Labor Code section 1770 et seq. Force account labor payment consists of:

1. Employer payment to the worker for:
  - 1.1 Basic hourly wage
  - 1.2 Health and welfare
  - 1.3 Pension
  - 1.4 Vacation
  - 1.5 Training
  - 1.6 Other State and federal recognized fringe benefit payments
  
2. Labor surcharge percentage in *Labor Surcharge and Equipment Rental Rates* current during the work paid at force account for:
  - 2.1 Workers' compensation insurance
  - 2.2 Social security
  - 2.3 Medicare
  - 2.4 Federal unemployment insurance
  - 2.5 State unemployment insurance
  - 2.6 State training taxes
  
3. Subsistence and travel allowances paid to the workers
  
4. Employer payment to supervisors, if authorized

The fifteen percent (15%) markup consists of payment for all overhead costs related to labor but not designated as costs of labor used in the direct performance of the work including:

CITY CONTRACT NO. 2024-057

CITY PROJECT NO. 19-51B

{CW078747.3}

- (a) Home office overhead
- (b) Field office overhead
- (c) Bond costs
- (d) Profit
- (e) Labor liability insurance
- (f) Other fixed or administrative costs that are not costs of labor used in the direct performance of the work

**B. Materials.** Material payment is full compensation for materials the Contractor furnishes and uses in the work. The City Engineer determines the cost based on the material purchase price, including delivery charges, except:

- 1. A fifteen percent (15%) markup is added;
- 2. Supplier discounts are subtracted whether the Contractor takes them or not;
- 3. If the City Engineer believes the material purchase prices are excessive, City pays the lowest current wholesale price for a similar material quantity;
- 4. If Contractor procured the materials from a source Contractor wholly or partially own, the determined cost is based on the lower of the:
  - 4.1 Price paid by the purchaser for similar materials from that source on Contract items; and
  - 4.2 Current wholesale price for those materials;
- 5. If Contractor does not submit a material cost record within thirty (30) days of billing, the determined cost is based on the lowest wholesale price:
  - 5.1 During that period
  - 5.2 In the quantities used

**C. Equipment Rental.** Equipment rental payment is full compensation for:

- 1. Rental equipment costs, including moving rental equipment to and from the change order work site using its own power.
- 2. Transport equipment costs for rental equipment that cannot be transported economically using its own power. No payment is made during transport for the transported equipment.
- 3. Fifteen percent (15%) percent markup.

If Contractor wants to return the equipment to a location other than its original location, the payment to move the equipment must not exceed the cost of returning the equipment to its original

CITY CONTRACT NO. 2024-057

CITY PROJECT NO. 19-51B

{CW078747.3}

location. If Contractor uses the equipment for work other than work paid by force account, the transportation cost is included in the other work.

Before moving or loading the equipment, Contractor must obtain authorization for the equipment rental's original location.

The City Engineer determines rental costs:

1. Using rates in *Labor Surcharge and Equipment Rental Rates*:
  - 1.1. By classifying equipment using manufacturer's ratings and manufacturer-approved changes.
  - 1.2. Current during the work paid by force account.
  - 1.3. Regardless of equipment ownership but City uses the rental document rates or minimum rental cost terms if:
    - 1.3.1. Rented from equipment business Contractor does not own.
    - 1.3.2. The Labor Surcharge and Equipment Rental Rates hourly rate is \$10.00 per hour or less.
2. Using rates established by the City Engineer for equipment not listed in *Labor Surcharge and Equipment Rental Rates*. Contractor may submit cost information that helps the City Engineer establish the rental rate but City uses the rental document rates or minimum rental cost terms if:
  - 2.1. Rented from equipment business Contractor does not own.
  - 2.2. The City Engineer establishes a rate of \$10.00 per hour or less.
3. Using rates for transport equipment not exceeding the hourly rates charged by established haulers.

Equipment rental rates include the cost of:

- |   |                            |
|---|----------------------------|
| 1. Fuel                                     | 7. Repairs and maintenance |
| 2. Oil                                      | 8. Depreciation            |
| 3. Lubrication                              | 9. Storage                 |
| 4. Supplies                                 | 10. Insurance              |
| 5. Small tools that are not consumed by use | 11. Incidentals            |
| 6. Necessary attachments                    |                            |

City pays for small tools consumed by use. The City Engineer determines payment for small tools consumed by use based on Contractor-submitted invoices.

The City Engineer may authorize rates in excess of those in the *Labor Surcharge and Equipment Rental Rates* if:

1. Contractor submits a request to use rented equipment

CITY CONTRACT NO. 2024-057

CITY PROJECT NO. 19-51B

{CW078747.3}

2. Equipment is not available from Contractor's normal sources or from one of Contractor's subcontractors
3. Rented equipment is from an independent rental company
4. Proposed equipment rental rate is reasonable
5. The City Engineer authorizes the equipment source and the rental rate before Contractor uses the equipment

**D. Equipment on the Job Site.** For equipment on the job site at the time required to perform work paid by force account, the time paid is the time:

1. To move the equipment to the location of work paid by force account plus an equal amount of time to move the equipment to another location on the job site when the work paid by force account is completed
2. To load and unload equipment
3. Equipment is operated to perform work paid by force account and:
  - 3.1. Hourly rates are paid in 1/2-hour increments
  - 3.2. Daily rates are paid in 1/2-day increments

**E. Equipment Not on the Job Site Required for Original-Contract Work.** For equipment not on the job site at the time required to perform work paid by force account and required for original-Contract work, the time paid is the time the equipment is operated to perform work paid by force account and the time to move the equipment to a location on the job site when the work paid by force account is completed.

The minimum total time paid is:

1. 1 day if daily rates are paid
2. 8 hours if hourly rates are paid

If daily rates are recorded, equipment:

1. Idled is paid as 1/2 day
2. Operated four (4) hours or less is paid as 1/2 day
3. Operated four (4) hours or more is paid as one (1) day

If the minimum total time exceeds eight (8) hours and if hourly rates are listed, City rounds up hours operated to the nearest 1/2-hour increment and pays based on the hours shown in the following table. The table does not apply when equipment is not operated due to breakdowns, in which case rental hours are the hours the equipment was operated.

<b>Equipment Rental Hours</b>	
Hours operated	Hours paid

CITY CONTRACT NO. 2024-057

CITY PROJECT NO. 19-51B

{CW078747.3}

0.0	4.00
0.5	4.25
1.0	4.50
1.5	4.75
2.0	5.00
2.5	5.25
3.0	5.50
3.5	5.75
4.0	6.00
4.5	6.25
5.0	6.50
5.5	6.75
6.0	7.00
6.5	7.25
7.0	7.5
7.5	7.75
≥8.0	hours used

**F. Equipment Not on the Job Site Not Required for Original-Contract Work.** For equipment not on the job site at the time required to perform work paid by force account and not required for original-Contract work, the time paid is the time:

1. To move the equipment to the location of work paid by force account plus an equal amount of time to return the equipment to its source when the work paid by force account is completed
2. To load and unload equipment
3. Equipment is operated to perform work paid by force account

**G. Non-Owner-Operated Dump Truck Rental.** Contractor shall submit the rental rate for non-owner-operated dump truck rental to City. The City Engineer shall determine the payment rate. Payment for non-owner-operated dump truck rental is for the cost of renting a dump truck, including its driver. For the purpose of markup payment only, the non-owner-operated dump truck is rental equipment and the owner is a subcontractor.

The above markups shall constitute full compensation for all home office overhead, field office overhead, bond costs, profit, labor liability insurance, and other fixed or administrative costs that are not costs specifically designated as cost or equipment rental as stated above. The total payment made as provided above shall be deemed to be the actual cost of the work and shall constitute full compensation therefor.

CITY CONTRACT NO. 2024-057

CITY PROJECT NO. 19-51B

{CW078747.3}

When extra work to be paid for on a force account basis is performed by a subcontractor, an additional markup of 2 percent (2%) will be added to the total cost of that extra work including all markups specified in this Section. The additional 2 percent (2%) markup shall reimburse Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

CITY CONTRACT NO. 2024-057  
CITY PROJECT NO. 19-51B

{CW078747.3}

**WORKERS' COMPENSATION INSURANCE CERTIFICATION**

Pursuant to Section 18(b) of the Agreement, Contractor certifies as follows:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
(Typed or Printed Name)

Business Address (Street Address, City, State & Zip Code):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Business Phone: (    ) \_\_\_\_\_

CITY CONTRACT NO. 2024-057

CITY PROJECT NO. 19-51B

{CW078747.3}



**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock**, State of California, has awarded to \_\_\_\_\_, hereinafter designated as the “Principal,” a contract for **Project No. 19-51B, “Columbia Pool Improvements ”**; and,

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW, THEREFORE, we the Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the City of Turlock in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_), lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, or Principal’s heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said contract and any alteration thereof made as therein provided, on the Principal’s part, to be kept and performed at the time and in the manner therein specified and in all respects according to their true intent and meaning; and shall defend, indemnify and save harmless the City of Turlock, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the Surety, for value received hereby stipulates and agrees that, in accordance with the Plans, Standard Specifications, Special Provisions, and other contract documents, no change, extension of time, alteration, or addition to the terms of the contract, or to the work to be performed hereunder, or to the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration of additions to the terms of the Contract to the work, or to the specifications.

The City of Turlock reserves the right to refuse use of any Contractor assigned by any surety to complete the work.

*[Signatures on Following Page]*

CITY CONTRACT NO. 2024-057

CITY PROJECT NO. 19-51B

{CW078747.3}

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

**Principal** \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

(Attach Notarial Acknowledgment)

(Corporate Seal)

**Surety** \_\_\_\_\_

Address \_\_\_\_\_

Phone No.: ( ) \_\_\_\_\_ Fax No.: ( ) \_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

Attorneys-in-Fact

Title \_\_\_\_\_

(Attach Notarial Acknowledgment)

**NOTE TO SURETY COMPANY: There must be submitted a certified copy of unrevoked resolution of authority for the attorneys-in-fact.**

(Seal)

**Witness** \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Risk Manager

CITY CONTRACT NO. 2024-057

CITY PROJECT NO. 19-51B

{CW078747.3}

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock**, a municipal corporation, has awarded to \_\_\_\_\_, hereinafter designated as the “Principal”, a contract for **Project No. 19-51B, “Columbia Pool Improvements ”**; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure payment of claims of laborers, mechanics, or materialmen employed on work under said contract, as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are held and firmly bound unto the City of Turlock in the sum of \_\_\_\_\_ (\$\_\_\_\_\_), said sum being equal to the estimated amount payable by said City of Turlock under the terms of the contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if said Principal, or Principal’s heirs, executors, administrators, successors, or assigns, or subcontractors shall fail to pay for any material, provisions, provender, or other supplies, implements, or machinery used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from these wages of employees of the Contractor and Contractor’s subcontractors pursuant to the Revenue and Taxation Code, with respect to such work and labor, the Surety or Sureties hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, said Surety will pay a reasonable attorney’s fee to be fixed by the court.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 3138 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

Said Surety, for value received, hereby stipulates and agrees that, in accordance with the Plans, Standard Specifications, Special Provisions, and other Contract Documents, no change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed there under, or to the specifications accompanying the same, shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the specifications.

*[Signatures on Following Page]*

CITY CONTRACT NO. 2024-057

CITY PROJECT NO. 19-51B

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal) **Principal** \_\_\_\_\_  
By \_\_\_\_\_  
Title \_\_\_\_\_

(Attach Notarial Acknowledgment)

(Corporate Seal) **Surety** \_\_\_\_\_  
Address \_\_\_\_\_  
Phone No.: ( ) \_\_\_\_\_ Fax No.: ( ) \_\_\_\_\_  
\_\_\_\_\_  
By \_\_\_\_\_  
Attorneys-in-Fact  
Title \_\_\_\_\_

(Attach Notarial Acknowledgment)

**NOTE TO SURETY COMPANY: There must be submitted a certified copy of unrevoked resolution of authority for the attorneys-in-fact.**

(Seal) **Witness** \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Risk Manager

CITY CONTRACT NO. 2024-057  
CITY PROJECT NO. 19-51B

CITY CONTRACT NO. 2024-057  
CITY PROJECT NO. 19-51B

{CW078747.3}

# City Council Staff Report

## September 12, 2023



---

From: Erik Schulze, Public Works Director

Prepared by: Randall Jones, P.E., Associate Civil Engineer

Agendized by: Reagan M. Wilson, City Manager

### 1. ACTION RECOMMENDED:

Resolution: Awarding bid and approving an Agreement between the City of Turlock and Sfadia Inc. dba Green Energy Innovations of Buena Park, California in the amount of \$395,000.00 and authorizing a contingency amount of \$39,500.00 (10%) for construction of City Project No. 21-044 "Pedretti Park Lighting Improvements" to be funded by Fund 120 "Tourism" account number 120-10-120.51270 "Construction Project"

### 2. SYNOPSIS:

This action will award bid and approve an Agreement between the City of Turlock and Sfadia Inc. dba Green Energy Innovations of Fullerton, California, for construction of City Project No. 21-044 "Pedretti Park Lighting Improvements."

### 3. DISCUSSION OF ISSUE:

The City of Turlock operates Pedretti Park Sports Complex for multiple uses. Throughout the year, the sports facility is used by numerous adult and youth teams participating in various leagues and tournaments. The tournaments and leagues typically have games that utilize the park's lighting system.

The light standards have not been updated since they were installed by Musco Lighting in 1981. Currently all maintenance is performed by City staff. Staff continues to repair or replace the park's failing wiring system and must rent equipment to perform the necessary work. Due to the age of the infrastructure, replacement lights are becoming obsolete as lighting technology has improved.

On February 22, 2022, City Council directed staff to proceed with the preparation of plans, specifications, and advertising for City Project 21-044 "Pedretti Park Lighting Improvements." City Council also accepted a Turlock Irrigation District (TID) Powering Our Communities grant of \$150,482 for this project.

The project scope includes replacing existing metal halide lighting with LED lights on all five fields, replacing all the existing aging wiring, and replacing one damaged pole foundation.

City staff advertised this project on June 10, 2023, through the Turlock Journal and on the City's website for construction projects. On July 11, 2023, six (6) bids were received for City Project No. 21-044 "Pedretti Park Lighting Improvements." On August 8, 2023, City Council accepted Staff recommendation to reject all bids and directed staff to re-advertise the project due to the first and second bidders submitting non-responsive bid proposals. Rather than award a bid to the third lowest bidder, re-advertising the project was considered the wisest choice to increase probability of receiving competitive bid pricing from responsive bidders.

City staff re-advertised this project on August 9, 2023, through the Turlock Journal and on the City's website for construction projects. On August 31, 2023, six (6) bids were received for City Project No. 21-044 "Pedretti Park Lighting Improvements."

Bid Summary:

<b>BIDDER</b>	<b>BID AMOUNT</b>
Sfadia Inc. dba Green Energy Innovations	\$395,000.00
Sactown Contractors Corp	\$395,400.10
Access Electric*	\$516,151.00
Designs-Build Inc.*	\$599,950.00
St. Francis Electric	\$675,800.00
Tennyson Electric LLC	\$1,336,150.00

\*Bids were non-responsive due to writing over the bidder's form.

Staff reviewed the bids for bidder responsiveness and responsibility and recommends approval of an agreement with Sfadia Inc. dba Green Energy Innovations of Fullerton, California, as the lowest responsive, responsible bidder with a bid amount of \$395,000.00.

**4. BASIS FOR RECOMMENDATION:**

- A. Per the Public Contract Code, § 20160 et seq., the City Council has the discretion to decide if a project shall be awarded to the lowest responsible bidder submitting a responsive bid, or if all bids should be rejected.
- B. Staff recommends Council approval of a contract change order contingency amount of \$39,500.00 in accordance with Resolution No. 2023-070. This

equates to 10% of the construction contract price and is considered an average amount for a project such as this.

- C. Pedretti Park lighting has not been upgraded since the initial installation in 1981 which has now fallen below acceptable standards. With the upgraded lighting, the City will provide safer field conditions and can bring in additional tournaments which increases the Transient Occupancy Tax revenue.

**5. FISCAL IMPACT / BUDGET AMENDMENT:**

The estimated fiscal impact of the proposed action is \$479,500 as shown below:

Construction Contract	\$395,000
Construction Contingency	\$39,500
Project Management and Inspection	\$35,000
Building Permit	\$5,000
Construction Materials Testing	\$5,000
Total Estimated Construction Cost	\$479,500

Sufficient funds have been allocated during the budget process and remain available in Fund 120 "Tourism," account number 120-10-120.51270 "Construction Project" for Fiscal Year 2023-2024.

**6. STAFF RECOMMENDATION:**

Recommend approval

**7. CITY MANAGER'S COMMENTS:**

Recommend approval.

**8. ENVIRONMENTAL DETERMINATION:**

This action is exempt from CEQA per Section 15301 (Existing Facilities) of the California Environmental Quality Act (CEQA) Guidelines as this section exempts projects that involve negligible expansion of use of the existing facility. This project includes replacement of existing lighting within the current right-of-way and does not involve expansion of use.

**9. ALTERNATIVES:**



- A. Council could reject all bids submitted for this project. Staff does not recommend this alternative as the proposed improvements are needed and funding is available.
- B. Council could approve a contingency amount different from that recommended by Staff in the amount of \$39,500.00. Staff does not recommend this alternative because this equates to 10% of the construction contract price and is considered an average amount for a project such as this.

**10. ATTACHMENTS:**

- A. Draft Resolution
- B. Site Map
- C. Bidder's Summary
- D. Agreement

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AWARDING BID AND APPROVING AN AGREEMENT BETWEEN THE CITY OF TURLOCK AND SFADIA INC. DBA GREEN ENERGY INNOVATIONS OF BUENA PARK, CALIFORNIA IN THE AMOUNT OF \$395,000 AND AUTHORIZING A CONTINGENCY AMOUNT OF \$39,500 (10%) FOR CONSTRUCTION OF CITY PROJECT NO. 21-044 "PEDRETTI PARK LIGHTING IMPROVEMENTS" TO BE FUNDED BY FUND 120 "TOURISM" ACCOUNT NUMBER 120-10-120.51270 "CONSTRUCTION PROJECT"

}  
}  
}  
}  
}  
}  
}  
}  
}  
}  
}  
}

RESOLUTION NO. 2023-

WHEREAS, City Project No. 21-044 "Pedretti Park Lighting Improvements" will replace existing metal halide lighting with LED lights on all five fields, replace all the existing aging wiring, and replace one damaged pole foundation; and

WHEREAS, on August 31, 2023, six (6) bids were received for the construction of City Project No. 21-044 "Pedretti Park Lighting Improvements", with Sfadia Inc. dba Green Energy Innovations of Fullerton, California, submitting the lowest responsive bid in the amount of \$395,000; and

WHEREAS, the fiscal impact, including the construction contract amount, contingency for potential change orders, materials testing, and City engineering staff time for project management and inspection is estimated to total \$479,500; and

WHEREAS, funding is available from Fund 120 "Tourism," account number 120-10-120.51270 "Construction Project."

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby award bid and approve an Agreement between the City of Turlock and Sfadia Inc. dba Green Energy Innovations of Buena Park, California in the amount of \$395,000 and authorizing a contingency amount of \$39,500 (10%) for construction of City Project No. 21-044 "Pedretti Park Lighting Improvements" to be funded by Fund 120 "Tourism," account number 120-10-120.51270 "Construction Project".

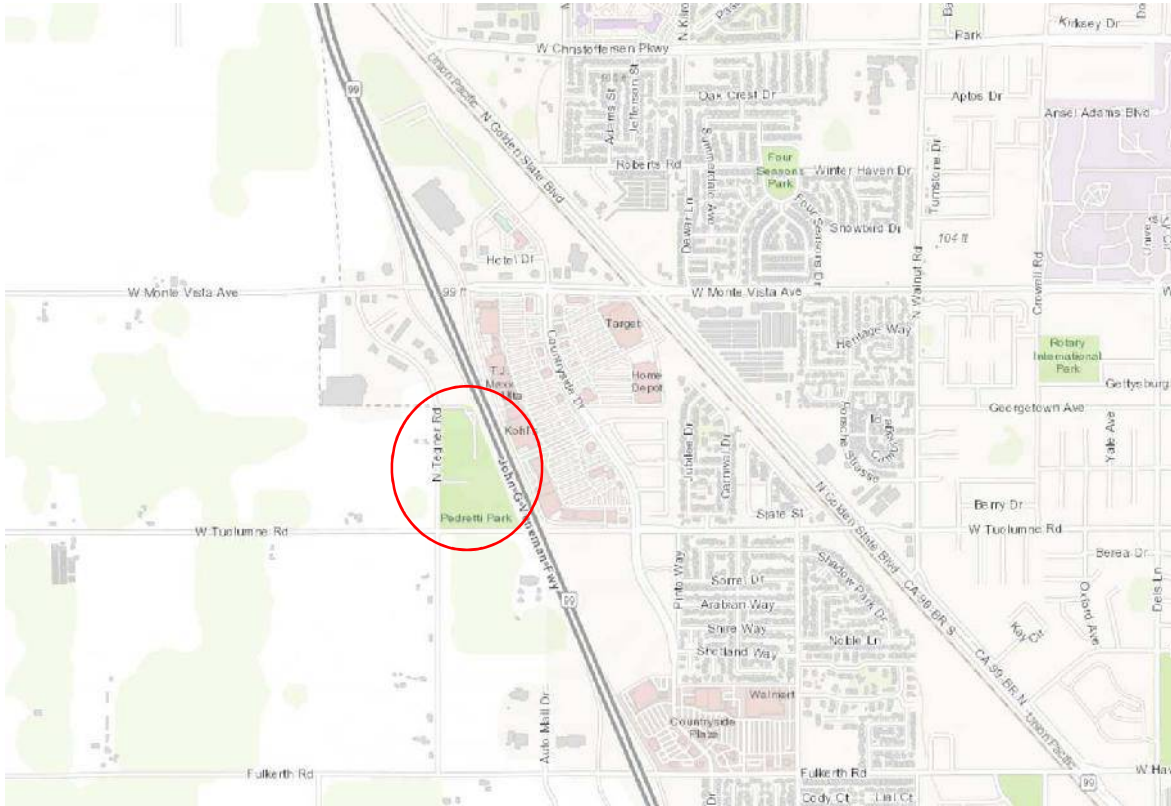
PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12<sup>th</sup> day of September, 2023, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

Julie Christel, City Clerk,  
City of Turlock, County of Stanislaus,  
State of California

Site Map  
Pedretti Park



**CITY OF TURLOCK  
BIDDER'S SUMMARY**

PROJECT TITLE: Pedretti Park Lighting Improvements  
 PROJECT NUMBER: 21-044  
 BID OPENING: August 31, 2023  
 10:00 AM  
 ANTICIPATED COUNCIL AWARD DATE: September 12, 2023

Item No.	Item Description	Unit of Measure	Estimated Quantity	ENGINEER'S EST.		1 Sfadia Inc. dba Green Energy Innovations		2 Sactown Contractors Corp		3 Access Electric	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
				1	Mobilization and Demobilization	LS	1	\$30,000.00	\$30,000.00	\$3,000.00	\$3,000.00
2	Construction Project Signs	EA	3	\$1,000.00	\$3,000.00	\$1,000.00	\$3,000.00	\$1,250.00	\$3,750.00	\$0.00	\$0.00
3	Remove and Replace All Electrical Conductors from Lights to Panel	LS	1	\$75,000.00	\$75,000.00	\$40,000.00	\$40,000.00	\$36,714.00	\$36,714.00	\$46,145.00	\$46,145.00
4	Replace Pole Foundation	EA	1	\$27,500.00	\$27,500.00	\$20,000.00	\$20,000.00	\$16,314.00	\$16,314.00	\$11,800.00	\$11,800.00
5	Remove and Replace Lights on Field 1	LS	1	\$80,000.00	\$80,000.00	\$45,000.00	\$45,000.00	\$47,330.00	\$47,330.00	\$75,384.00	\$75,384.00
6	Remove and Replace Lights on Field 2	LS	1	\$70,000.00	\$70,000.00	\$45,000.00	\$45,000.00	\$75,195.00	\$75,195.00	\$43,974.00	\$43,974.00
7	Remove and Replace Lights on Field 3	LS	1	\$80,000.00	\$80,000.00	\$45,000.00	\$45,000.00	\$66,263.00	\$66,263.00	\$75,384.00	\$75,384.00
8	Remove and Replace Lights on Field 4	LS	1	\$95,000.00	\$95,000.00	\$45,000.00	\$45,000.00	\$42,588.00	\$42,588.00	\$119,358.00	\$119,358.00
9	Remove and Replace Lights on Field 5	LS	1	\$80,000.00	\$80,000.00	\$45,000.00	\$45,000.00	\$36,874.10	\$36,874.10	\$81,666.00	\$81,666.00
10	Relocate Pole Mounted Electrical Boxes (Fields 1-4)	LS	1	\$35,000.00	\$35,000.00	\$74,000.00	\$74,000.00	\$23,802.00	\$23,802.00	\$37,440.00	\$37,440.00
11	Additional Items not Included in Items 1-10	LS	1	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00	\$16,750.00	\$16,750.00	\$10,000.00	\$10,000.00
12	Allowance for Conduit Repair	Allow	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
Total =				\$595,500.00	\$595,500.00	\$395,000.00	\$395,000.00	\$395,400.10	\$395,400.10	\$516,151.00	\$516,151.00
Access Electric bid is deemed non-responsive due to not providing required documents and altering the bidder's form.											

# CITY OF TURLOCK

## BIDDER'S SUMMARY

PROJECT TITLE: Pedretti Park Lighting Imp  
 PROJECT NUMBER: 21-044  
 BID OPENING: August 31, 2023  
 10:00 AM

ANTICIPATED COUNCIL AWARD DATE: September 12, 2023

Item No.	Item Description	Unit of Measure	Estimated Quantity	4 Designs-Build Inc.		5 St. Francis Electric		6 Tennyson Electric LLC	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization and Demobilization	LS	1	\$36,500.00	\$36,500.00	\$60,000.00	\$60,000.00	\$85,000.00	\$85,000.00
2	Construction Project Signs	EA	3	\$1,500.00	\$4,500.00	\$3,000.00	\$9,000.00	\$1,500.00	\$4,500.00
3	Remove and Replace All Electrical Conductors from Lights to Panel	LS	1	\$173,000.00	\$173,000.00	\$75,000.00	\$75,000.00	\$58,500.00	\$58,500.00
4	Replace Pole Foundation	EA	1	\$2,500.00	\$2,500.00	\$47,000.00	\$47,000.00	\$21,500.00	\$21,500.00
5	Remove and Replace Lights on Field 1	LS	1	\$62,700.00	\$62,700.00	\$70,000.00	\$70,000.00	\$198,500.00	\$198,500.00
6	Remove and Replace Lights on Field 2	LS	1	\$39,900.00	\$39,900.00	\$70,000.00	\$70,000.00	\$157,500.00	\$157,500.00
7	Remove and Replace Lights on Field 3	LS	1	\$68,400.00	\$68,400.00	\$70,000.00	\$70,000.00	\$218,500.00	\$218,500.00
8	Remove and Replace Lights on Field 4	LS	1	\$94,050.00	\$94,050.00	\$70,000.00	\$70,000.00	\$285,650.00	\$285,650.00
9	Remove and Replace Lights on Field 5	LS	1	\$68,400.00	\$68,400.00	\$70,000.00	\$70,000.00	\$195,000.00	\$195,000.00
10	Relocate Pole Mounted Electrical Boxes (Fields 1-4)	LS	1	\$20,000.00	\$20,000.00	\$70,000.00	\$70,000.00	\$26,500.00	\$26,500.00
11	Additional Items not Included in Items 1-10	LS	1	\$20,000.00	\$20,000.00	\$54,800.00	\$54,800.00	\$75,000.00	\$75,000.00
12	Allowance for Conduit Repair	Allow	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
Total =					<b>\$599,950.00</b>		<b>\$675,800.00</b>		<b>\$1,336,150.00</b>
				Desings-Build Inc. bid is deemed non-responsive due to altering the bidder's form.					



## AGREEMENT

---

### FOR PUBLIC IMPROVEMENT

#### Project No. 21-044 Pedretti Park Lighting Improvements

**THIS PUBLIC IMPROVEMENT AGREEMENT** (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and SFADIA INC. DBA GREEN ENERGY INNOVATIONS, a private corporation (“Contractor”), on this 12<sup>th</sup> day of September 2023 (the “Effective Date”). City and Contractor may be collectively referred to herein as the “Parties” or individually as “Party.” There are no other parties to this Agreement.

#### RECITALS

- A. City seeks a duly qualified and licensed firm experienced in the construction of Pedretti Park Lighting Improvements (the “Project”).
- B. The Project involves the expenditure of funds in excess of \$5,000 and constitutes a “public project” pursuant to Public Contract Code section 20161.
- C. Contractor has made a proposal to City to provide construction services, a copy of which is attached and incorporated hereto as **Exhibit A** (the “Services”).
- D. City has determined it is necessary and desirable to employ the services of Contractor to perform construction work on the Project.
- E. City has taken appropriate proceedings to authorize construction of the Project and execution of this contract pursuant to Public Contract Code section 20160 et seq.; specifically, on September 12<sup>th</sup>, 2023, at a duly noticed meeting of the City Council of the City of Turlock, this contract for the construction of the improvements hereinafter described was awarded to Contractor as the lowest responsive and responsible bidder for said improvements.

**NOW, THEREFORE**, in consideration of the promises and covenants set forth below, the Parties agree as follows:

## **AGREEMENT**

**1. Contract Documents:** This Agreement, together with the following documents, are collectively referred to herein as the “Contract Documents”:

- i. Notice to Bidders;
- ii. Contractor’s Bid or Proposal accepted by City;
- iii. General Conditions, Supplementary Conditions, and Special Provisions of the City of Turlock for Pedretti Park Lighting Improvements ;
- iv. Plans and detailed drawings prepared for this Project and approved by City (“Project Plans”);
- v. All bonds and insurance required by the Contract Documents;
- vi. Any and all supplemental agreements amending, decreasing, or extending the work contemplated or which may be required to complete the work in a substantial and acceptable manner; and
- vii. The current edition of the City of Turlock Standard Specifications and Drawings.

All of the Contract Documents are intended to incorporate the terms of the others so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete contract will hereinafter be referred to as the “Contract.” In case of any dispute regarding the terms of the Contract, the decision of the City Engineer shall be final.

**2. Term.** The Contract shall be effective as of the Effective Date first stated above. Contractor shall not commence work on the Project until it has been given notice by City (“Notice to Proceed”). The Contract shall terminate one (1) year(s) after City accepts Contractor’s performance of the Services by recording a Notice of Completion with the County of Stanislaus Clerk Recorder (the “Term”), unless the Parties mutually agree in writing to terminate the Contract earlier or extend the Term in an agreed writing executed by both Parties.

**3. Scope of Work.**

(a) *Services.* Contractor shall perform the Services described in Exhibit A, subject to all terms and conditions in the Contract. Contractor shall not receive additional compensation for the performance of any Services not described therein.

(b) *Modification.* City, at any time, by written order, may make changes within the general scope of the work under this Agreement or issue additional instructions, require additional work or direct deletion of work. Contractor shall not proceed with any change involving an increase or decrease in the Contract Price, as defined in Section 4 of this Agreement, without prior

written authorization from City. Contractor shall not be entitled to compensation for the performance of any such unauthorized work. Contractor further waives any and all right or remedy by way of restitution or quantum meruit for any and all extra or changed work performed without express and prior written authorization of City. Notwithstanding the foregoing, Contractor shall promptly commence and diligently complete any change to the work subject to City's written authorization issued pursuant to this Section ; Contractor shall not be relieved or excused from its prompt commencement of diligent completion of any change subject to City's written authorization by virtue of the absence or inability of Contractor and City to agree upon the extent of any adjustment to the completion schedule or Contract Price on account of such change. The issuance of a change order pursuant to this Section 3 in connection with any change authorized by City shall not be deemed a condition precedent to Contractor's obligation to promptly commence and diligently complete any such change authorized by City hereunder. City's right to make changes shall not invalidate the Contract nor relieve Contractor of any liability or other obligations under the Contract. Any requirement of notice of changes in the scope of work to Contractor's surety shall be the responsibility of Contractor.

(c) *Specific Materials & Performance of Work.* Contractor shall furnish all tools, equipment, facilities, labor, and materials necessary to perform and complete, in good workmanlike manner, the work of general construction as called for and in the manner designated in, and in strict conformity with, the plans and specifications for said work entitled, “**General Conditions and Special Provisions for Pedretti Park Lighting Improvements .**” The equipment, apparatus, facilities, labor, and material shall be furnished, and said work performed and completed as required by the Contract under the direction and supervision, and subject to the approval, of the City Engineer of or City Engineer’s designated agent.

(d) *Exhibits.* All “Exhibits” referred to below or attached hereto are, by this reference, incorporated into the Contract.

	<u>Exhibit Designation</u>	<u>Exhibit Title</u>
1.	Exhibit A	Scope of Services
2.	Exhibit B	Payment by Force Account
3.	Exhibit C	Workers’ Compensation Insurance Certification
4.	Exhibit D	Performance Bond
5.	Exhibit E	Payment Bond

**4. Contract Price.** City shall pay, and Contractor shall accept in full payment for the work set forth above in Section 3, Scope of Work, an amount not to exceed **Three Hundred Ninety-Five Thousand Dollars (\$395,000.00)** (the “Contract Price”). Said amount shall be paid pursuant to Section 8 of this Agreement. The Contract Price may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the Contract Price will be determined in the sole discretion of City as follows:

(a) If the work performed is on the basis of unit prices contained in the Contract Documents, the change order will be determined in accordance with the provisions in Section 4-1.05, “Changes and Extra Work”, of the Caltrans Standard Specifications, as applicable; or



(b) If the work performed is not included on the engineer's estimate associated with a unit price, the change order will be by a mutually agreed lump sum; or

(c) If the change order is not determined as described above in either subdivision (a) or (b), the change order will be determined on the basis of force account in accordance with the provisions set forth in **Exhibit B**, "Payment by Force Account," attached hereto and incorporated herein by reference.

**5. Time for Performance.** The time fixed for the commencement of work under the Contract is within ten (10) working days after the Notice to Proceed has been issued. The work on this project, including all punch list items, shall be completed on or before the expiration of **Twenty (20)** working days (the "Completion Date") beginning on the first day of work or no later than the tenth day after the Notice to Proceed has been issued.

(a) *Right of City to Increase Working Days:* If Contractor fails to complete the Services by the Completion Date, the City Engineer shall have the right to increase the number of working days in the amount the City Engineer may determine will best serve the interests of City, and if the City Engineer desires to increase said number of working days, the City Engineer shall have the further right to charge Contractor and deduct from the final payment for the work the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to Contractor, and which accrue during the period of such extension, except that the cost of the final service and preparation of the final estimates shall not be included in such charges. No extension of time for completion of Services under the Contract shall be considered unless requested by Contractor at least twenty (20) calendar days prior to the Completion Date, in writing, to the City Engineer.

The Completion Date may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the Completion Date will be determined as follows:

- i. Additional working days will be awarded where the amount of time is mutually agreed upon by Contractor and the City Engineer; or
- ii. Additional working days will be awarded where Contractor is prevented from completing any part of the work identified on the critical path and:
  1. where the delay is caused by acts of public enemy, fire, floods, tsunamis, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials and freight embargos, provided that Contractor shall notify Engineer in writing of the causes of delay within fifteen (15) days from the beginning of that delay; or
  2. where the delay is caused by actions beyond the control of Contractor; or
  3. where the delay is caused by actions or failure to act by the City Engineer.

Contractor shall not be entitled to an adjustment in the Completion Date for delays within the control of Contractor. Delays resulting from and within the control of a subcontractor or supplier of Contractor shall be deemed to be delays within the control of Contractor.

(b) *Excusable Delays.* Contractor shall not be in breach of the Contract in the event that performance of Services is temporarily interrupted or discontinued due to a “Force Majeure” event which is defined as: riots, wars, sabotage, civil disturbances, insurrections, or explosions; natural disasters, such as floods, earthquakes, landslides, and fires; strikes, lockouts, and other labor disturbances; or other catastrophic events, which are beyond the reasonable control of Contractor. Force Majeure does not include Contractor’s financial inability to perform, Contractor’s failure to obtain any necessary permits or licenses from other governmental agencies, or Contractor’s failure to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of Contractor. If Contractor’s performance of the Services is delayed by an excusable delay, the Completion Date shall be extended for such reasonable time as determined by the City Engineer. Extensions in time must be requested by Contractor within fifteen (15) calendar days of the excusable delay in order to receive consideration.

(c) *Emergency - Additional Time for Performance - Procurement of Materials.* If, because of war or other declared national emergency, the federal or state government restricts, regulates, or controls the procurement and allocation of labor or materials, or both, and if solely because of said restrictions, regulations or controls, Contractor is, through no fault of Contractor, unable to perform the Services, or the work is thereby suspended or delayed, any of the following steps may be taken:

- i. City may, pursuant to resolution of the City Council, grant Contractor additional time for the performance of the Contract, sufficient to compensate in time, for delay or suspension.

To qualify for such extension in time, Contractor within ten (10) days of Contractor's discovering such inability to perform, shall notify the City Engineer in writing thereof, and give specific reasons therefore; the City Engineer shall thereupon have sixty (60) days within which to procure such needed materials or labor as is specified in this agreement, or permit substitution, or provide for changes in the work in accordance with subdivision (b) of this Section.

Substituted materials, or changes in the work, or both, shall be ordered in writing by the City Engineer, and the concurrence of the City Council shall not be necessary. All reasonable expenses of such procurement incurred by the City Engineer shall be defrayed by the Contractor; or

- ii. If such materials or labor cannot be procured through legitimate channels within sixty (60) days after the filing of the aforesaid notice, either Party may, upon thirty (30) days' written notice to the other, terminate this agreement. In such event, Contractor shall be compensated for all work executed upon a unit basis in proportion to the amount of the work completed, or upon a cost-plus-ten-

percent (10%) basis, whichever is the lesser. Materials on the ground, in process of fabrication or in route upon the date of notice of termination specially ordered for the Project and which cannot be utilized by Contractor, shall be compensated for by City at cost, including freight, provided Contractor shall take all steps possible to minimize this obligation; or

- iii. The City Council, by resolution, may suspend the Contract until the cause of inability to perform is removed for a period of not to exceed sixty (60) days.

If the Contract is not canceled, and the inability of Contractor to perform continues without fault on Contractor's part, beyond the time during which the Contract may have been suspended, as herein above provided, the City Council may further suspend the Contract, or either Party hereto may, without incurring any liability, elect to declare the Contract terminated upon the ground of impossibility of performance. In the event City declares this agreement terminated, such declaration shall be authorized by the City Council by resolution, and Contractor shall be notified in writing thereof within five (5) days after the adoption of such resolution. Upon such termination, Contractor shall be entitled to proportionate compensation at the Contract Price for such portion of the Contract as may have been performed; or

- iv. City may terminate the Contract, in which case Contractor shall be entitled to proportionate compensation at the agreed rate for such portion of the Contract as may have been performed. Such termination shall be authorized by resolution of the City Council. Notice thereof shall be forthwith given in writing to Contractor, and the Contract shall be terminated upon receipt by Contractor of such notice.

In the event of the termination provided in this sub-paragraph (iv), none of the covenants, conditions or provisions hereof shall apply to the Services not performed, and City shall be liable to Contractor for the proportionate compensation last herein mentioned.

(d) *Delay Damages.* In the event Contractor, for any reason, fails to perform the Services to the satisfaction of the City Engineer by the Completion Date, City may, in accordance with Section 7203 of the Public Contract Code, in lieu of any other of its rights authorized by Section 6 of this agreement, deduct from payments or credits due Contractor after such breach a sum equal to **One Thousand Five Hundred** and no/100ths Dollars (**\$1500.00**) for each calendar day beyond the Completion Date. This deduction shall not be considered a penalty but shall be considered as delay damages. The aforementioned rate of deduction is an amount agreed to by the Parties as reasonably representing additional construction engineering costs incurred by City if Contractor fails to complete the Services by the Completion Date. However, any deduction assessed as delay damages shall not relieve Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the Services by the Completion Date. Due account shall be taken of any time extensions granted to Contractor by City. Permitting Contractor to continue work

beyond the Completion Date shall not operate as a waiver on the part of City of any of its rights under the Contract nor shall it relieve Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the Services by the Completion Date.

## **6. Termination.**

(a) *Option of City to Terminate Contract for Failure to Complete Services.* If a Party should fail to perform any of its obligations hereunder within the time and in the manner herein provided, or otherwise violates any of the terms of the Contract (the “Defaulting Party”), the other Party shall give notice to the Defaulting Party and allow the Defaulting Party ten (10) days to correct such deficiency. If the Defaulting Party does not correct such deficiency, the other Party may immediately terminate the Contract by giving written notice of such termination, stating the reason for such termination. In such event, Contractor shall be entitled to receive payment for all Services satisfactorily rendered until such termination, provided, however, there shall be deducted from such amount the amount of damage, if any, sustained by virtue of any breach of the Contract by Contractor, including Delay Damages. If payment under the Contract is based upon a lump sum in total or by individual task, payment for Services satisfactorily rendered shall be an amount which bears the same ratio to the total fees specified in this Agreement as the Services satisfactorily rendered hereunder by Contractor to the total services otherwise required to be performed for such total fee, provided, however, that there shall be deducted from such amount the amount of damage, if any sustained by City by virtue of any breach of the Contract by Contractor. Upon termination, Contractor shall deliver copies of all Work Product, as defined in Section 19 of this Agreement, to City. If District terminates the Contract before Contractor commences any Services hereunder, City shall not be obligated to make any payment to Contractor.

(b) If Contractor should be adjudged bankrupt or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it or any of its subcontractors should violate any of the provisions of the Contract, City may serve written notice upon it and its surety of its intention to terminate the Contract. Such notice shall contain the reasons for City’s intention to terminate the Contract, and unless such violations shall cease within five (5) calendar days after serving of such notice, the Contract shall cease and terminate upon the expiration of said five (5) calendar days. In the event of any such termination, City shall immediately serve written notice thereof upon the surety and Contractor, and the surety shall have the right to take over and perform the Contract; provided however, that, if the surety does not give City written notice of its intention to take over and perform the Contract or does not commence performance thereof within thirty (30) calendar days from the date of the service of such notice, City may take over the work and prosecute the same to completion by contract or any other method it may deem advisable, for the account and at the expense of Contractor, and Contractor and its surety shall be jointly liable to City for any excess cost occasioned City thereby, and in such event City may, without liability for so doing, take possession of and utilize in completing the work, such materials, appliances, and other property belonging to Contractor as may be on the Project site and necessary thereof.

**7. Liability for Breach:** Neither Party waives the right to recover direct damages against the other for breach of the Contract, including any amount necessary to compensate City for all

detriment proximately caused by Contractor's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. City reserves the right to offset such damages against any payments owed to Contractor. City shall not, in any manner, be liable for special or consequential damages, including but not limited to Contractor's actual or projected lost profits had Contractor completed the Services required by the Contract. In the event of termination by either Party, copies of all finished or unfinished Work Product, as defined in Section 19 of this Agreement, shall become the property of City. Notwithstanding the foregoing, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with the Contract or the Services performed in connection with the Contract.

**8. Compensation:** City shall make payments to Contractor in accordance with the provisions of Section 9 of the General Conditions in legally executed and regularly issued warrants of City, drawn on the appropriate fund or funds as required by law and order of the City Council thereof. Contractor shall be administered a progress payment approximately every thirty (30) calendar days from the time work begins according to the payment schedule furnished by the City Engineer at the time work begins. Contractor shall provide access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Contractor's charges to City under this Contract.

Monthly progress payments in the amount of 95 percent (95%) of the value of the work will be made to Contractor based on the Contractor's estimate and the schedule of prices contained in the accepted bid. The remaining 5 percent (5%) will be retained by City as partial security for the fulfillment of the Contract except that at any time after 50 percent (50%) of the work has been completed, if the City Engineer finds that satisfactory progress is being made and the Project's critical path of work are on schedule, City may discontinue any further retention. Such discontinuance will only be made upon the written request of Contractor. City may, at any time the City Engineer finds that satisfactory progress is not being made, again institute retention of 5 percent (5%) as specified above. Payment will be made as soon as possible after the preparation of the Contractor's estimate. City shall pay the remaining 5 percent (5%) of the value of the Services completed under this Contract, if unencumbered by retentions for claims, not sooner than the expiration of thirty-five (35) calendar days from the date of recordation of the Notice of Completion, pursuant to Section 2 of this agreement, and not later than sixty (60) days from the "completion" of the Services as said term is defined in Public Contract Code section 7107(c).

No estimate or payment shall be made if, in the judgment of the City Engineer, the work is not proceeding in accordance with the provisions of the Contract, or when, in his judgment, the total value of the work done since the last estimate amounts to less than \$1,000. No progress payments will be made if the time allotted for the job is thirty (30) working days or less. Payment of any progress payment, or the acceptance thereof by Contractor, shall not constitute acceptance of the work performed under this Contractor, or any portion thereof, and shall in no way reduce the liability of Contractor to replace unsatisfactory work or materials, though the unsatisfactory character of such work or materials may not have been apparent or detected at the time such payment was made.

Additionally, as a precondition to City's progress payments hereunder, Contractor shall provide to City, prior to payment, unconditional waivers and releases of stop notices pursuant to Civil Code section 8128 et seq. from each subcontractor and materials supplier. The form of said waivers and releases shall be as set forth in Civil Code section 3262(d)(2).

Pursuant to Public Contract Code section 22300 et seq., Contractor may request the right to substitute securities for any moneys withheld by City to ensure the performance required of Contractor under the Contract, or that City make payment of retentions earned directly into an escrow account established at the expense of Contractor.

**9. Disputes Pertaining to Payment for Work:** Should any dispute arise respecting the true value of any work performed, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of the Contract, such dispute shall be decided by the City Engineer, and the decision of the latter shall be final and conclusive. The Parties agree to comply with the claims resolution procedures set forth in Public Contract Code section 9204 when applicable.

(a) *Claims Processing.* Any submission of a claim by Contractor must comply with the requirements of Public Contract Code section 9204. Upon receipt of a claim pursuant to this section, City shall conduct a reasonable review of the claim and, within a period not to exceed forty-five (45) days, shall provide Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, the Parties may, by mutual agreement, extend the time period provided in this subdivision. Contractor shall furnish reasonable documentation to support the claim. Any payment due on an undisputed portion of the claim shall be processed and made within sixty (60) days after City issues its written statement. If Contractor disputes City's written response, or if City fails to respond to a claim issued pursuant to this section within the time prescribed, Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute.

(b) *Meet-and-Confer Conference.* Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, City shall schedule a meet-and-confer conference within thirty (30) days for settlement of the dispute. Within ten (10) business days following the conclusion of the meet-and-confer conference, if the claim or any portion of the claim remains in dispute, City shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within sixty (60) days after the City issues its written statement.

(c) *Nonbinding Mediation.* Any disputed portion of the claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with the Parties sharing the associated costs equally. The Parties shall mutually agree to a mediator within ten (10) business days after the disputed portion of the claim has been identified in writing. If the Parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of

the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject judicial review pursuant to Section 23 of this Agreement.

Notwithstanding any claim, dispute, or other disagreement between the Parties regarding performance under the Contract, the scope of work hereunder, or any other matter arising out of or related to, in any manner, the Contract, Contractor shall proceed diligently with performance of the Services in accordance with City's written direction, pending any final determination or decision regarding any such claim, dispute, or disagreement.

**10. Permits and Care of Work:** Contractor shall, at Contractor's expense, obtain all necessary permits and licenses for the construction of each improvement, give all necessary notices and pay all fees and taxes required by law, except those City fees set forth in Section 1 of the Special Provisions. Contractor has examined the Project site and is familiar with its topography and condition, location of property lines, easements, building lines, and other physical factors and limitations affecting the performance of the Contract. Contractor, at Contractor's expense, shall obtain any permission necessary for any operations conducted off the property owned or controlled by City. Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.

**11. Public Works and Payment of Prevailing Wage:**

(a) *Monitoring and Enforcement.* In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, all work performed under the Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations (“DIR”). All work performed by Contractor or its subcontractors under the Contract is subject to the requirements of Labor Code section 1720 et seq. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 of the Labor Code at the time the contract is awarded. Contractor and its subcontractors shall furnish the records specified in Section 1776 of the Labor Code directly to the Labor Commissioner, at least monthly, in the format prescribed by the Labor Commissioner.

In accordance with the provisions of Section 1773.3 of the Labor Code, City shall provide notice to DIR of the award of this Contract within thirty (30) working days of the award. The notice shall be transmitted electronically in a format specified by DIR and shall include the name of Contractor, any subcontractor listed on the successful bid, the bid and contract award dates, the contract amount, the estimated start and completion dates, Project location, and any additional information DIR specifies that aids in the administration and enforcement of Section 1720 et seq. of the Labor Code.

(b) *Wages & Hours of Employment:* In the performance of the Services under the Contract, eight (8) hours shall be the maximum hours of labor on any calendar day, and the minimum wages of compensation of persons performing labor in the execution of this agreement shall be the current prevailing scale of wages determined by DIR for the community. Contractor shall forfeit as penalty Twenty-five and no/100ths Dollars (\$25.00) to be paid to City for each

workman employed in the execution of the Contract by Contractor or its subcontractor(s), for each calendar day during which any workman is required or permitted to labor more than eight (8) hours, in violation of provisions of Labor Code section 1810 et seq. Contractor shall post prevailing wage rates at the Project no later than the first day Contractor commences performance of the Services under the Contract.

**12. Superintendence by Contractor:** Contractor shall give personal superintendence to the work on the Project or have a competent foreman or superintendent satisfactory to the City Engineer on the Project at all times during construction and performance of work under the Contract, with authority to act for Contractor.

**13. Inspection and Testing by City:** Contractor shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work performed on the Project and to the shops wherein the work is in preparation. Contractor shall notify City with sufficient time in advance of the manufacture of production materials to be supplied by Contractor under the Contract in order for City to arrange for mill or factory inspection and testing of same. Any materials shipped by Contractor from factory prior to having satisfactorily passed such testing and inspection by City's representative or prior to the receipt of notice from such representative that such testing and inspection will not be required shall not be incorporated on the Project. Contractor shall also furnish to City, in triplicate, certified copies of all factory and mill test reports upon request.

**14. Conformity with Law and Safety:** Contractor shall observe and comply with all applicable laws, ordinances, codes, and regulations of governmental agencies, including federal, state, municipal, and local governing bodies having jurisdiction over any or all of the scope of Services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, the California Building Code, the American with Disabilities Act, any copyright, patent, or trademark law, and all other applicable federal, state, municipal, and local safety regulations, appropriate trade association safety standards, and appropriate equipment manufacturer instructions. All Services performed by Contractor or its subcontractors must be in accordance with these laws, ordinances, codes, and regulations. Contractor's failure to comply with any laws, ordinances, codes, or regulations applicable to the performance of the Services hereunder shall constitute a breach of contract. In cases where standards conflict, the standard providing the highest degree of protection shall prevail.

If a death, serious personal injury or substantial property damage occurs in connection with the performance of the Contract, Contractor shall immediately notify City's risk manager by telephone. If any accident occurs in connection with the Contract, Contractor shall promptly submit a written report to City, in such form as City may require. This report shall include the following information: (a) name and address of the injured or deceased person(s); (b) name and address of Contractor's subcontractor, if any; (c) name and address of Contractor's liability insurance carrier; and (d) a detailed description of the accident, including whether any of City's equipment, tools, or materials were involved.



If a release of a hazardous material, substance, or waste occurs in connection with the performance of the Contract, Contractor shall immediately notify City. Contractor shall not store hazardous materials or hazardous waste within City limits without a proper permit from City.

**15. Other Contracts:** City may award other contracts for additional work on the Project, and Contractor shall fully cooperate with such other contractors and carefully fit Contractor's own work to that provided under other contracts as may be directed by the City Engineer. Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor.

**16. Bonds:** Concurrently with the execution hereof, Contractor shall furnish, on the forms provided herein as **Exhibits D and E**, respectively, corporate surety bonds to the benefit of City, issued by a surety company acceptable to City and authorized and admitted to do business in the state of California, as follows:

(a) *Faithful Performance Bond.* In an amount equal to at least one hundred percent (100%) of the Contract Price as security for the faithful performance of the Contract. The bond shall contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the Civil Code.

(b) *Payment Bond.* In an amount equal to at least one hundred percent (100%) of the Contract Price as security for the payment of all persons performing labor and furnishing materials in connection with the Contract. The bond shall be in accordance with the provisions of Sections 3225, 3226, and 3247 through 3252, inclusive, of the Civil Code and Section 13020 of the Unemployment Insurance Code of California. Said bond shall also contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the Civil Code.

The surety companies shall familiarize themselves with all provisions and conditions of the Contract. It is understood and agreed that the surety or sureties waive the right of special notification of any modification or alterations, omissions or reductions, extra or additional work, extensions of time, or any other act or acts by City or its authorized agents under the terms of this Contract and failure to so notify the surety or sureties of such changes shall in no way relieve the surety or sureties of their obligations under the Contract.

**17. Indemnification:**

(a) *Indemnity for Professional Liability.* When the law establishes a professional standard of care for Contractor's Services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend, and hold harmless City and any and all of its elective and appointive boards, officers, officials, agents, employees or volunteers ("City's Agents") from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent Contractor or its subcontractors are responsible for such damages, liabilities and costs on a comparative basis of fault between Contractor or its subcontractors and City in the performance of professional services under the Contract. Contractor shall not be obligated to defend or indemnify City for City's own negligence or for the negligence of others.

(b) *Indemnity for other than Professional Liability.* Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend, and hold harmless City and any and City's Agents from and against any liability, including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of the Contract by Contractor or by any individual or agency for which Contractor is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Contractor.

**18. Contractor's Insurance:** Concurrently with the execution hereof, Contractor shall furnish City with satisfactory proof of carriage of the insurance required under this section, and that Contractor shall give City at least sixty (60) days prior notice of the cancellation of any policy during the Term of this contract. Contractor shall not commence work under this Agreement until Contractor has obtained City's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of the Contract. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to City.

(a) *General Liability Insurance.* Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence, Four Million Dollars (\$4,000,000.00) general aggregate, for bodily injury, personal injury, and property damage, including, without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property damage hazards. Contractor's general liability policies shall be primary and not seek contribution from City's coverages and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required. The policy shall contain, or be endorsed to contain, the following provisions:

- (1) City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the Contract. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners

and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.

- (2) For any claims related to the Project, Contractor's insurance coverage shall be primary insurance as respects City and any insurance or self-insurance maintained by City shall be excess of Contractor's insurance and shall not contribute with it.
- (3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to City under the Contract, the insurer, broker/producer, or Contractor shall provide City with thirty (30) days' prior written notice of such cancellation, non-renewal, or material change.
- (4) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

(b) *Workers' Compensation Insurance.* Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least One Million Dollars (\$1,000,000.00). Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

(c) *Auto Insurance.* Contractor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than Two Million Dollars (\$2,000,000.00) per accident. If Contractor owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

(d) *Builder's Risk Insurance.* Upon commencement of construction and with approval of City, Contractor shall obtain and maintain Builder's Risk/Course of Construction insurance. The policy shall be provided for replacement value on an "all-risk" basis. City shall be named as Loss Payee on the policy and there shall be no coinsurance penalty provision in any such policy. The policy must include: (1) coverage for removal of debris and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures, and all other properties constituting a part of the project; (2) coverage with limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site, whether provided from within a Builder's Risk policy or through the addition of an Installation Floater. Such insurance shall be on a form acceptable to City to ensure adequacy of terms and limits. Contractor shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to City.

(e) *Contractors Pollution Insurance.* [Intentionally Omitted]

(f) *Professional Liability Insurance.* When applicable, Contractor shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with the Contract, in the minimum amount of One Million Dollars (\$1,000,000.00) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by the Contract.

(g) *Umbrella or Excess Policy.* Service Provider may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability and automobile Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Professional’s primary and excess liability policies are exhausted.

(h) *Deductibles and Self-Insured Retentions.* Upon request of City, any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City and City’s Agents; or (2) Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

(i) *Acceptability of Insurers.* Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A-:VII or with an insurer to which City has provided prior approval.

(j) *Verification of Coverage.* Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Section 18. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor’s obligation to provide them. City reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.

(k) *Waiver of Subrogation.* With the exception of professional liability, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. The commercial general liability policy and workers’ compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by Contractor, its agents, employees, independent contractors and subcontractors. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(1) *Subcontractors.* Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**19. Ownership of Work Product:** Any and all work, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, designs, specifications, drawings, diagrams, surveys, source codes, professional or technical information or data, photographs, notes, letters, emails, or any original works of authorship created by contractor or its subcontractors or subcontractors in connection with Services performed under the Contract (“Work Product”) shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of City. In the event that it is ever determined that any Work Product created by Contractor or its subcontractors or subcontractors under the Contract are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such Work Product to City. With the prior written approval of the City Engineer, Contractor may retain and use copies of such Work Product for reference and as documentation of its experience and capabilities.

All Work Product shall become the property of City irrespective of where located or stored and Contractor agrees to deliver all such documents and information to City, without charge and in whatever form it exists, upon the Completion Date, as may be extended. Contractor shall have no ownership interest in such Work Product.

All Work Product of Contractor under the Contract, including written information which City will cause to be distributed for either internal or public circulation, including both preliminary and final drafts, shall be delivered to City in both printed and electronic form, or as may be specific in Exhibit A.

When the Contract is terminated, Contractor agrees to return to City all documents, drawings, photographs, and other written or graphic material, however produced, that it received from City or City’s Agents, in connection with the performance of its Services under the Contract. All materials shall be returned in the same condition as received.

**20. Taxes:** Payment of any taxes, including California sales and use taxes, levied upon the Contract, the transaction, or the Services or goods delivered pursuant hereto, shall be the obligation of Contractor. Contractor shall cooperate with City to the full extent possible to maximize the local allocation of California sales and use tax to City. Such cooperation shall include, but not be limited to:

(a) *Use Tax Direct Payment Permits.* Contractor shall apply for, obtain, and utilize, to the maximum extent reasonable, a California Use Tax Direct Payment Permit.

(b) *Purchases of \$500,000 or More.* Contractor shall require vendors and suppliers located outside California from whom Contractor makes purchases of \$500,000 or more to allocate the use tax to City.

**21. Independent Contractor:** At all times during the Term of the Contract, Contractor shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which

Contractor performs the Services required under the Contract. Contractor shall be liable for its acts and omissions, and those of its employees, contractors, subcontractors, representatives, volunteers, and its agents. Nothing contained herein shall be construed as creating an employment, agency, or partnership relationship between City and Contractor. City shall have the right to control Contractor only insofar as the result of Contractor's Services rendered pursuant to the Contract; however, City shall not have the right to control the means by which Contractor accomplishes Services rendered pursuant to the Contract.

**22. Contractor Not Agent:** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to the Contract to bind City to any obligation whatsoever.

**23. Arbitration of Disputes:** All claims, disputes, and other matters in question between City and Contractor arising out of, or relating to, this Contract or the breach thereof, including claims of Contractor for extra compensation of Services related to the project, shall be decided by arbitration before a single arbitrator in accordance with the provisions of Sections 1281 through 1284.2 of the Code of Civil Procedure (the "Arbitration Laws") unless the Parties mutually agree otherwise. The provisions of Section 1283.05 of the Arbitration Laws apply to any arbitration proceeding except as otherwise provided in the Contract. The arbitrator shall have authority to decide all issues between the Parties including, but not limited to, claims for extras, delay, and liquidated damages, if any, provided for the Contract, matters involving defects in the Services performed by Contractor or its subcontractors, rights to payment, and whether the necessary procedures for arbitration have been followed. The award rendered by the arbitrator shall be final and judgment may be entered upon it in accordance with applicable law in any court having competent jurisdiction thereof.

Notice of the demand for arbitration shall be filed in writing with the other Party. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations.

The parties shall jointly appoint an arbitrator within fifteen (15) calendar days of the date of giving the notice of the demand for arbitration. If the Parties are unable to jointly agree upon the appointment of an arbitrator within said fifteen (15) calendar day period, and do not agree in writing to extend said period for a fixed period, then either Party may seek to have the arbitrator appointed by the Superior Court of Stanislaus County in accordance with the Arbitration Laws.

If any proceeding is brought to contest the right to arbitrate and it is determined that such right exists, the losing Party shall pay all costs and attorney's fees incurred by the prevailing Party.

In addition to the other rules of law which may be applicable to any arbitration hereunder, the following shall apply:

(a) Promptly upon the filing of the arbitration, each Party shall be required to set forth in writing and to serve upon each other Party a detailed statement of its contentions of fact and law.

(b) All Parties to the arbitration shall be entitled to the discovery procedures provided under Section 1283.05 of the California Code of Civil Procedure.

(c) The arbitration shall be commenced and conducted as expeditiously as possible consistent with affording reasonable discovery as provided herein.

(d) These additional rules shall be implemented and applied by the arbitrator.

The costs of arbitration shall be borne by the Parties as determined by the arbitrator, but each Party shall bear its own attorney's fees associated with the dispute with the other Party and to the arbitration.

All administrative remedies required under Section 9 of this Agreement or pursuant to Public Contract Code section 9204, or required by any other law, shall be exhausted prior to commencement of any arbitration under this Section 23.

**24. Provisions Cumulative:** The provisions of the Contract are cumulative, and in addition to and not in limitation of, any other rights or remedies available to City.

**25. Notices:** All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Any Party hereto may at any time, by giving ten (10) days' written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below.

If to City: **City of Turlock  
Attn: City Engineer  
156 S. Broadway, Suite 150  
Turlock, CA 95380-5461**

With courtesy copies to: **Petrulakis Law & Advocacy, APC  
Attn: George A. Petrulakis, City Attorney  
P.O. Box 92  
Modesto, Ca 95353**

If to Contractor: **Sfadia Inc. dba Green Energy Innovations  
8485 Artesia Blvd Ste. A  
Buena Park, CA 90621**

If to Contractor's Sureties:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**26. City Contract Administrator:** The City's contract administrator and contact person for this Agreement is:

Randall Jones, P.E.  
City of Turlock Engineering Division  
156 S. Broadway, Suite 150  
Turlock, California 95380-5461  
Telephone: (209) 668-5520  
E-mail: RJones@turlock.ca.us

**27. Interpretation:** As used herein, any gender includes each other gender, the singular includes the plural and vice versa.

**28. Antitrust Claims:** Contractor or its subcontractors offer and agree to assign to City all rights, title, and interest to any causes of action under Section Four of the Clayton Act and the Cartwright Act concerning antitrust claims.

**29. Use of City Project Number:** Contractor or its subcontractors agree to use the aforementioned City project number on all maps, drawings, submittals, billing, and written correspondence that involve City staff or contracted consultants. Nothing in this section shall preclude Contractor or its subcontractors from using their own project numbers for their own internal use.

**30. No Conflict of Interest:** Contractor represents that no conflict of interest will be created under state or federal law by entering into or in carrying out the Contract.

**31. Confidentiality:** Contractor understands and agrees that, in the performance of Services under the Contract, or in the contemplation thereof, Contractor may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City ("Confidential Information"). Contractor shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of City. If City gives Contractor written authorization to make any such disclosure, Contractor shall do so only within the limits and to the extent of that authorization. Contractor may be directed or advised by the City Attorney on various matters relating to the performance of Services on the Project or on other matters pertaining to the Project, and in such event, Contractor agrees that it will treat all communications between itself, its employees, and its subcontracts as being communications which are within the attorney-client privilege.



**32. Modification.** No alteration, amendment, modification, or termination of the Contract shall be valid unless made in writing and executed by all Parties to the Contract.

**33. Waiver:** No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

**34. Assignment:** No Party to the Contract shall assign, transfer, or otherwise dispose of this Agreement in whole or in part to any individual, firm, or corporation without the prior written consent of the other Party. Subject to the foregoing provisions, the Contract shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties hereto.

**35. Authority:** All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, person, states, or firms and that all former requirements necessary or required by state or federal law in order to enter into the Contract have been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

**36. Governing Law:** The Contract shall be governed and construed in accordance with the laws of the state of California.

**37. Severability:** If the Contract in its entirety is determined by an arbitrator or a court of competent jurisdiction to be invalid or unenforceable, the Contract shall automatically terminate as of the date of final entry of judgment. If any provision of the Contract shall be determined to be invalid and unenforceable, or if any provision of the Contract is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

**38. Counterparts:** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original but together shall constitute one and the same instrument.

**39. Mandatory and Permissive:** “Shall” and “will” and “agrees” are mandatory. “May” and “can” are permissive.

**40. Headings:** Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

**41. Attorney’s Fees and Costs:** Except as expressly provided for in Section 23 of this Agreement, if any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret the provisions of the Contract, the prevailing Party shall be entitled to

reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

**42. Necessary Acts and Further Assurances:** The Parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of the Contract.

**43. Recitals:** The recitals set forth above ("Recitals") are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Section 1 through 43 of this Agreement, Sections 1 through 43 shall prevail.

***[Signatures on Following Page]***

**IN WITNESS WHEREOF**, two identical counterparts of this agreement, consisting of a total of 38 pages, each of which counterparts shall for all purposes be deemed an original of said agreement, have been duly executed by the parties hereinabove named, on the day and year first herein above written.

**CONTRACTOR**

**CITY OF TURLOCK, a municipal corporation**

By: \_\_\_\_\_

By: \_\_\_\_\_  
Reagan M. Wilson, City Manager

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

Address: \_\_\_\_\_

**APPROVED AS TO SUFFICIENCY:**

\_\_\_\_\_  
Phone: \_\_\_\_\_

By: \_\_\_\_\_  
William D. Morris, RCE, PLS, City Engineer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Erik Schulze, Public Works Director

Federal Tax ID or Social Security No:

**APPROVED AS TO FORM:**

\_\_\_\_\_

By: \_\_\_\_\_  
George A. Petrulakis, City Attorney

DIR Registration Number:

\_\_\_\_\_

**ATTEST:**

Attach Contractor's Seal Here

By: \_\_\_\_\_  
Julie Christel, City Clerk

**EXHIBIT A**  
**CONTRACTOR'S PROPOSAL FOR SERVICES**  
**PROPOSAL**

---

Project No. 21-044

Pedretti Park Lighting Improvements

City of Turlock, California

DATED: 8/30/23

To: The Honorable City Council of the City of Turlock, California:

NAME OF BIDDER: Sfadia Inc. dba Green Energy Innovations

BUSINESS ADDRESS: 8485 Artesia Blvd #A, Buena Park, CA 90621

PLACE OF RESIDENCE: Buena Park, CA

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose.

In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item. In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail except as provided in (a) or (b), as follows:

(a) If the amount set forth as unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

(b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the Department's Final Estimate of cost.

**PROPOSAL SUBMITTAL CHECKLIST**

The bidder shall provide a complete proposal in a sealed envelope before 10:00 AM on Thursday, August 31, 2023 at the address shown on the cover sheet of these specifications. FAILURE TO PROVIDE ALL THE REQUIRED DOCUMENTS LISTED IN THE TABLE BELOW MAY CAUSE THE PROPOSAL TO BE CONSIDERED NON-RESPONSIVE.

<b>Complete Proposal</b>	<b>Page No.</b>
<input checked="" type="checkbox"/> PROPOSAL AND BIDDING FORM.....	5-8
<input checked="" type="checkbox"/> AFFIDAVIT .....	9
<input checked="" type="checkbox"/> INFORMATION REQUIRED OF BIDDER .....	10-11
<input checked="" type="checkbox"/> BIDDER'S BOND .....	12-13
<input checked="" type="checkbox"/> LIST OF SUBCONTRACTORS.....	14

In accordance with the annexed Notice to Contractors, the undersigned, as bidder, declares that he has carefully examined the location of the proposed work, the plans, specifications and technical requirements therefore, and the proposed forms of contract and bonds mentioned or referred to in said Notice and on file in the office of the City Engineer of the City of Turlock, together with the prevailing rate of per diem wages for each craft or type of workmen needed to execute said contract; and he proposes and agrees that if this proposal is accepted, he will furnish all labor, materials, equipment, plant transportation, service, sales taxes, permit fees and other costs necessary to complete the construction in strict conformity to the plans and specifications and he will enter into a written contract with the City of Turlock in the form of contract on file in the Office of the City Engineer for such purposes, and that he will execute and/or provide all bonds and insurance certificates required by law and/or by said contract and/or mentioned in said Notice to Contractors all in accordance with and subject to all applicable laws, and that he will take in full payment therefore the following unit prices, to wit:

**BIDDER'S FORM - ADDENDUM 1**

PROJECT TITLE: Pedretti Park Lighting Improvements

PROJECT NUMBER: 21-044

OPENING DATE: August 31, 2023

OPENING TIME: 10:00 AM

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total
1	Mobilization and Demobilization	LS	1	3,000	3,000
2	Construction Project Signs	EA	3	1,000	3,000
3	Remove and Replace All Electrical Conductors from Lights to Panel	LS	1	40,000	40,000
4	Replace Pole Foundation	EA	1	20,000	20,000
5	Remove and Replace Lights on Field 1	LS	1	45,000	45,000
6	Remove and Replace Lights on Field 2	LS	1	45,000	45,000
7	Remove and Replace Lights on Field 3	LS	1	45,000	45,000
8	Remove and Replace Lights on Field 4	LS	1	45,000	45,000
9	Remove and Replace Lights on Field 5	LS	1	45,000	45,000
10	Relocate Pole Mounted Electrical Boxes (Fields 1-4)	LS	1	74,000	74,000
11	Additional Items not Included in Items 1-10	LS	1	20,000	20,000
12	Allowance for Conduit Repair	Allow	1	\$10,000.00	\$10,000.00
<b>Subtotal</b>					<b>\$395,000.00</b>

Bidder has examined and carefully studied the Bidding documents and other related data identified in the Bidding Documents and the following Addenda, receipt of which is hereby acknowledged.

ADDENDA

No. <u>1</u>	Date <u>08/25/2023</u>	Signed 
No. _____	Date _____	Signed _____
No. _____	Date _____	Signed _____
No. _____	Date _____	Signed _____
No. _____	Date _____	Signed _____

TOTAL BID WRITTEN IN FIGURES: \$ 395,000.00

TOTAL BID WRITTEN IN WORDS: Three Hundred and Ninety Five Thousand Dollars

CONTRACTOR: Sfadia Inc. dba Green Energy Innovations

COMPANY'S NAME: Sfadia Inc. dba Green Energy Innovations

BY: Elliott Park, Director of Operations

ADDRESS: 8485 Artesia Blvd. Unit A  
(Number) (Street)  
Buena Park, CA 90621  
(City) (State) (ZIP)

CONTRACTOR'S PHONE #: 322-622-1930

**NOTE: CONTRACTOR WILL BE REQUIRED TO LIST THEIR LICENSE NUMBER, EXPIRATION DATE, AND APPROPRIATE STATEMENT REGARDING PERJURY AND SIGNED BY INDIVIDUAL AUTHORIZED TO DO SO. FAILURE TO INCLUDE THE ABOVE ITEMS MAY CAUSE SAID CONTRACTOR'S BID TO BE REJECTED.**

Sfadia Inc. dba Green Energy Innovations, Contractor's License # 959987, Class C-10  
(Company's Name)

Expires 04/30/2025, DIR #: PW-LR 1001022194

This information is true, is provided as per Section 7028.15 of the Business and Professions Code, and is made herein under penalty of perjury.

X  8/28/23  
(Bidder's Signature) (Date)

If the proposal is accepted and the undersigned shall fail to contract as aforesaid and fail to file with the City insurance certificates as required by said contract, within fourteen (14) days after the bidder has received notice from the City Engineer or his representative of the City of Turlock that the contract has been awarded to bidder and is ready for signature, the City of Turlock may, at its option, determine that the bidder has abandoned his contract, and thereupon this proposal and the acceptance thereof shall be null and void.

*Also accompanying this proposal is an affidavit of non collusion and questionnaire to general contractors, a statement of proposed sub contractors, if any, the address of mill, shop or office of any sub contractor, and a statement of work to be performed by sub contractors.*

The names and addresses of persons interested in the foregoing proposal as principals are as follows:

**(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a partnership, state true name of firm, also names of all individual co partners composing firm; if bidder or other interested person is an individual, state first and last name in full.)**

Licensed in accordance with an act providing for the registration of Contractors,  
License No. 959987 Expiration Date 04/30/2025.

DATED: August 28, 2023


Address: 8485 Artesia Blvd. Unit A, Buena Park, CA 90621

Phone: 323-622-1930

Sfadia Inc. dba Green Energy Innovations

X   
\_\_\_\_\_  
Signature of Bidder  
Elliott Park, Director of Operations

X   
\_\_\_\_\_  
Signature of Bidder  
Pilje Park, CEO

X   
\_\_\_\_\_  
Signature of Bidder  
Hun Geun Song, President

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officers authorized to sign contracts on behalf of the corporation; if bidder is a co partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co partnership; and, if bidder is an individual, his signature shall be placed above. If a signature is by an agent other than an officer of a corporation or a member of the partnership, a Power of Attorney must be on file with the City Clerk prior to opening or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.



**EXHIBIT B**  
**PAYMENT BY FORCE ACCOUNT**

For work paid by force account, the City Engineer compares City's records to Contractor's daily force account work report. When the City Engineer and Contractor agree on the contents of the daily force account work reports, the City Engineer accepts the report and City pays for the work. If the records differ, City pays for the work based only on the information shown on City's records. If a subcontractor performs work at force account, work paid at force account will be accepted at an additional 2 percent (2%) markup to the total cost of that work, including markups, as reimbursement for additional administrative costs. The markups specified in labor, materials, and equipment includes compensation for all delay costs, overhead costs, and profit. If an item's unit price is adjusted for work-character changes, City excludes Contractor's cost of determining the adjustment. Payment for owner-operated labor and equipment is made at the market-priced invoice submitted.

**A. Labor.** Labor payment is full compensation for the cost of labor used in the direct performance of the work plus a fifteen percent (15%) markup, as set forth below, and consistent with California Labor Code section 1770 et seq. Force account labor payment consists of:

1. Employer payment to the worker for:
  - 1.1 Basic hourly wage
  - 1.2 Health and welfare
  - 1.3 Pension
  - 1.4 Vacation
  - 1.5 Training
  - 1.6 Other State and federal recognized fringe benefit payments
  
2. Labor surcharge percentage in *Labor Surcharge and Equipment Rental Rates* current during the work paid at force account for:
  - 2.1 Workers' compensation insurance
  - 2.2 Social security
  - 2.3 Medicare
  - 2.4 Federal unemployment insurance
  - 2.5 State unemployment insurance
  - 2.6 State training taxes
  
3. Subsistence and travel allowances paid to the workers
  
4. Employer payment to supervisors, if authorized

The fifteen percent (15%) markup consists of payment for all overhead costs related to labor but not designated as costs of labor used in the direct performance of the work including:

- (a) Home office overhead
- (b) Field office overhead
- (c) Bond costs
- (d) Profit
- (e) Labor liability insurance
- (f) Other fixed or administrative costs that are not costs of labor used in the direct performance of the work

**B. Materials.** Material payment is full compensation for materials the Contractor furnishes and uses in the work. The City Engineer determines the cost based on the material purchase price, including delivery charges, except:

- 1. A fifteen percent (15%) markup is added;
- 2. Supplier discounts are subtracted whether the Contractor takes them or not;
- 3. If the City Engineer believes the material purchase prices are excessive, City pays the lowest current wholesale price for a similar material quantity;
- 4. If Contractor procured the materials from a source Contractor wholly or partially own, the determined cost is based on the lower of the:
  - 4.1 Price paid by the purchaser for similar materials from that source on Contract items; and
  - 4.2 Current wholesale price for those materials;
- 5. If Contractor does not submit a material cost record within thirty (30) days of billing, the determined cost is based on the lowest wholesale price:
  - 5.1 During that period
  - 5.2 In the quantities used

**C. Equipment Rental.** Equipment rental payment is full compensation for:

- 1. Rental equipment costs, including moving rental equipment to and from the change order work site using its own power.
- 2. Transport equipment costs for rental equipment that cannot be transported economically using its own power. No payment is made during transport for the transported equipment.
- 3. Fifteen percent (15%) percent markup.

If Contractor wants to return the equipment to a location other than its original location, the payment to move the equipment must not exceed the cost of returning the equipment to its original

location. If Contractor uses the equipment for work other than work paid by force account, the transportation cost is included in the other work.

Before moving or loading the equipment, Contractor must obtain authorization for the equipment rental's original location.

The City Engineer determines rental costs:

1. Using rates in *Labor Surcharge and Equipment Rental Rates*:
  - 1.1. By classifying equipment using manufacturer's ratings and manufacturer-approved changes.
  - 1.2. Current during the work paid by force account.
  - 1.3. Regardless of equipment ownership but City uses the rental document rates or minimum rental cost terms if:
    - 1.3.1. Rented from equipment business Contractor does not own.
    - 1.3.2. The Labor Surcharge and Equipment Rental Rates hourly rate is \$10.00 per hour or less.
2. Using rates established by the City Engineer for equipment not listed in *Labor Surcharge and Equipment Rental Rates*. Contractor may submit cost information that helps the City Engineer establish the rental rate but City uses the rental document rates or minimum rental cost terms if:
  - 2.1. Rented from equipment business Contractor does not own.
  - 2.2. The City Engineer establishes a rate of \$10.00 per hour or less.
3. Using rates for transport equipment not exceeding the hourly rates charged by established haulers.

Equipment rental rates include the cost of:

- |   |                            |
|---|----------------------------|
| 1. Fuel                                     | 7. Repairs and maintenance |
| 2. Oil                                      | 8. Depreciation            |
| 3. Lubrication                              | 9. Storage                 |
| 4. Supplies                                 | 10. Insurance              |
| 5. Small tools that are not consumed by use | 11. Incidentals            |
| 6. Necessary attachments                    |                            |

City pays for small tools consumed by use. The City Engineer determines payment for small tools consumed by use based on Contractor-submitted invoices.

The City Engineer may authorize rates in excess of those in the *Labor Surcharge and Equipment Rental Rates* if:

1. Contractor submits a request to use rented equipment

2. Equipment is not available from Contractor's normal sources or from one of Contractor's subcontractors
3. Rented equipment is from an independent rental company
4. Proposed equipment rental rate is reasonable
5. The City Engineer authorizes the equipment source and the rental rate before Contractor uses the equipment

**D. Equipment on the Job Site.** For equipment on the job site at the time required to perform work paid by force account, the time paid is the time:

1. To move the equipment to the location of work paid by force account plus an equal amount of time to move the equipment to another location on the job site when the work paid by force account is completed
2. To load and unload equipment
3. Equipment is operated to perform work paid by force account and:
  - 3.1. Hourly rates are paid in 1/2-hour increments
  - 3.2. Daily rates are paid in 1/2-day increments

**E. Equipment Not on the Job Site Required for Original-Contract Work.** For equipment not on the job site at the time required to perform work paid by force account and required for original-Contract work, the time paid is the time the equipment is operated to perform work paid by force account and the time to move the equipment to a location on the job site when the work paid by force account is completed.

The minimum total time paid is:

1. 1 day if daily rates are paid
2. 8 hours if hourly rates are paid

If daily rates are recorded, equipment:

1. Idled is paid as 1/2 day
2. Operated four (4) hours or less is paid as 1/2 day
3. Operated four (4) hours or more is paid as one (1) day

If the minimum total time exceeds eight (8) hours and if hourly rates are listed, City rounds up hours operated to the nearest 1/2-hour increment and pays based on the hours shown in the following table. The table does not apply when equipment is not operated due to breakdowns, in which case rental hours are the hours the equipment was operated.

<b>Equipment Rental Hours</b>	
Hours operated	Hours paid
0.0	4.00

0.5	4.25
1.0	4.50
1.5	4.75
2.0	5.00
2.5	5.25
3.0	5.50
3.5	5.75
4.0	6.00
4.5	6.25
5.0	6.50
5.5	6.75
6.0	7.00
6.5	7.25
7.0	7.5
7.5	7.75
≥8.0	hours used

**F. Equipment Not on the Job Site Not Required for Original-Contract Work.** For equipment not on the job site at the time required to perform work paid by force account and not required for original-Contract work, the time paid is the time:

1. To move the equipment to the location of work paid by force account plus an equal amount of time to return the equipment to its source when the work paid by force account is completed
2. To load and unload equipment
3. Equipment is operated to perform work paid by force account

**G. Non-Owner-Operated Dump Truck Rental.** Contractor shall submit the rental rate for non-owner-operated dump truck rental to City. The City Engineer shall determine the payment rate. Payment for non-owner-operated dump truck rental is for the cost of renting a dump truck, including its driver. For the purpose of markup payment only, the non-owner-operated dump truck is rental equipment and the owner is a subcontractor.

The above markups shall constitute full compensation for all home office overhead, field office overhead, bond costs, profit, labor liability insurance, and other fixed or administrative costs that are not costs specifically designated as cost or equipment rental as stated above. The total payment made as provided above shall be deemed to be the actual cost of the work and shall constitute full compensation therefor.

When extra work to be paid for on a force account basis is performed by a subcontractor, an additional markup of 2 percent (2%) will be added to the total cost of that extra work including all markups specified in this Section. The additional 2 percent (2%) markup shall reimburse

Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

**WORKERS' COMPENSATION INSURANCE CERTIFICATION**

Pursuant to Section 18(b) of the Agreement, Contractor certifies as follows:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
(Typed or Printed Name)

Business Address (Street Address, City, State & Zip Code):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Business Phone: (    ) \_\_\_\_\_

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock**, State of California, has awarded to \_\_\_\_\_, hereinafter designated as the “Principal,” a contract for **Project No. 21-044, “Pedretti Park Lighting Improvements ”**; and,

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW, THEREFORE, we the Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the City of Turlock in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_), lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, or Principal’s heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said contract and any alteration thereof made as therein provided, on the Principal’s part, to be kept and performed at the time and in the manner therein specified and in all respects according to their true intent and meaning; and shall defend, indemnify and save harmless the City of Turlock, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the Surety, for value received hereby stipulates and agrees that, in accordance with the Plans, Standard Specifications, Special Provisions, and other contract documents, no change, extension of time, alteration, or addition to the terms of the contract, or to the work to be performed hereunder, or to the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration of additions to the terms of the Contract to the work, or to the specifications.

The City of Turlock reserves the right to refuse use of any Contractor assigned by any surety to complete the work.

*[Signatures on Following Page]*



IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

**Principal** \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

(Attach Notarial Acknowledgment)

(Corporate Seal)

**Surety** \_\_\_\_\_

Address \_\_\_\_\_

Phone No.: ( ) \_\_\_\_\_ Fax No.: ( ) \_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

Attorneys-in-Fact

Title \_\_\_\_\_

(Attach Notarial Acknowledgment)

**NOTE TO SURETY COMPANY: There must be submitted a certified copy of unrevoked resolution of authority for the attorneys-in-fact.**

(Seal)

**Witness** \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Risk Manager

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock**, a municipal corporation, has awarded to \_\_\_\_\_, hereinafter designated as the “Principal”, a contract for **Project No. 21-044, “Pedretti Park Lighting Improvements ”**; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure payment of claims of laborers, mechanics, or materialmen employed on work under said contract, as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are held and firmly bound unto the City of Turlock in the sum of \_\_\_\_\_ (\$\_\_\_\_\_), said sum being equal to the estimated amount payable by said City of Turlock under the terms of the contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if said Principal, or Principal’s heirs, executors, administrators, successors, or assigns, or subcontractors shall fail to pay for any material, provisions, provender, or other supplies, implements, or machinery used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from these wages of employees of the Contractor and Contractor’s subcontractors pursuant to the Revenue and Taxation Code, with respect to such work and labor, the Surety or Sureties hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, said Surety will pay a reasonable attorney’s fee to be fixed by the court.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 3138 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

Said Surety, for value received, hereby stipulates and agrees that, in accordance with the Plans, Standard Specifications, Special Provisions, and other Contract Documents, no change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed there under, or to the specifications accompanying the same, shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the specifications.

*[Signatures on Following Page]*

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal) **Principal** \_\_\_\_\_  
By \_\_\_\_\_  
Title \_\_\_\_\_

(Attach Notarial Acknowledgment)

(Corporate Seal) **Surety** \_\_\_\_\_  
Address \_\_\_\_\_  
Phone No.: ( ) \_\_\_\_\_ Fax No.: ( ) \_\_\_\_\_  
\_\_\_\_\_  
By \_\_\_\_\_  
Attorneys-in-Fact  
Title \_\_\_\_\_

(Attach Notarial Acknowledgment)

**NOTE TO SURETY COMPANY: There must be submitted a certified copy of unrevoked resolution of authority for the attorneys-in-fact.**

(Seal) **Witness** \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Risk Manager

# City Council Staff Report

## September 12, 2023



From: Erik Schulze, Public Works Director

Prepared by: Juan Vargas, Recreation Superintendent

Agendized by: Reagan M. Wilson, City Manager

### 1. ACTION RECOMMENDED:

Resolution: Affirming the Community Events and Activities Grant Funding as identified herein

### 2. SYNOPSIS:

Affirming the Community Events and Activities grant funding.

### 3. DISCUSSION OF ISSUE:

Grant Funding for the Community Events and Activities Program has been budgeted at \$50,000 for Fiscal year 2023/24. The grant funding is derived from the transient occupancy tax that hotel guests pay when they stay in Turlock.

For the current funding cycle, accommodating events taking place between July 1, 2023 and June 30, 2024, eighteen (18) organizations presented on thirty (30) events at the June 14, 2023 Parks, Arts, & Recreation Commission (PARC) meeting, resulting in a total funding request of \$87,200.00. After the recent City Council discussions about properly qualifying grant recipients, staff requested the following basic supporting documents for nonprofit organizations: IRS Determination Letter, CA Secretary of State Status and CA 3500(a) (determination letter of tax-exempt status within California), Business License/Debt to the City. Staff also requested the following supporting documents for for-profit organizations: Business License/Debt to the City and Secretary of State Status. While this was not a part of the formal application process for this year's grantees, this basic information was sought in anticipation of the upcoming policy to be considered by the City Council.

The Commission scored each event based on the information contained in the application and the presentation. As directed, staff tallied the score sheets and ranked the events by their cumulative average for Council's review and consideration. After presentations and the initial ranking and award, one organization pulled four (4) of their event applications as a part of a separate process with the City of Turlock. This opened up deliberation amongst the initially present Commissioners to reallocate the grant funding. PARC's recommendation is shown in Attachment B.

#### One event withdraws application

After PARC's recommendation was completed, one organization/event pulled their application, which allowed \$3,000 to be reallocated. It is staff's recommendation to

reallocate the \$3,000 to the two organizations/events who were not fully funded. In total, there was a total of \$87,200 in funds being requested with \$50,000 awarded through this grant allocation and process.

**4. BASIS FOR RECOMMENDATION:**

- A. The Community Events and Activities Program funds local events that bring business/visitors to Turlock.
- B. City Council approval is required for the funding of grant requests.

**5. FISCAL IMPACT / BUDGET AMENDMENT:**

Appropriate budget allocation was authorized during the budget process for fiscal year 2023-2024 in account 120-10-120.47315 “Community Grant Program” in the amount of \$50,000. Events and their corresponding organizers and PARC-recommended grant amounts are listed below.

<b>Parks, Arts and Recreation Commission</b>				
<b>Community Events and Activities Grant Funding Recommendations</b>				
<b>Program Year 2023 - 2024</b>				
Event	Organizer	Presenter	Rank	Award
Turlock Sip & Stroll	Turlock Downtown Property Owners Association	Marisa Miranda/Jennifer Brannon	1	\$ 3,000.00
2024 Annual Block Party	Carnegie Arts Center Foundation, Turlock	Lisa McDermott	3	\$ 2,500.00
Annual Fun Run	Turlock Chaplaincy Inc.	Bret Sutterly	4	\$ 3,000.00
2024 Art of Design: Home & Garden Tour	Carnegie Arts Center Foundation, Turlock	Lisa McDermott	4	\$ 3,000.00
Downtown Trick or Treat	Turlock Downtown Business Owners Committee & Alegeria Perfroming Arts	Gabrielle Aguiar-Forrest	6	\$ 3,000.00
Downtown Turlock Pot of Gold Scavenger Hunt	Turlock Downtown Business Owners Committee	Jennifer Brannon	7	\$ 1,200.00
Spring Salebration	Turlock Downtown Business Owners Committee	Candace Gonsalves	8	\$ 3,000.00
Mothers Day Event	Turlock Downtown Business Owners Committee	Lori Smith	11	\$ 3,000.00
The Market	The Market Turlock	Adrina Silveira	12	\$ 3,000.00
The Holiday Market	The Market Turlock	Adrina Silveira	13	\$ 3,000.00
Block Party	Turlock Downtown Business Owners Committee	Candace Gonsalves	14	\$ 3,000.00
Shop The Blocks	Turlock Downtown Business Owners Committee	Lori Smith/Candace Gonsalves	15	\$ 3,000.00
Ag in the Valley	Turlock Chamber of Commerce	Robbin Banks	16	\$ 2,400.00
Military Heroes Car Show	Kappa Sigma Fraternity	Karlos Marquez	17	\$ 3,000.00
Kiwanis of Greater Turlock 5k Fun Run	Kiwanis of Greater Turlock	Karen Abbott	20	\$ 2,500.00
Community Carnival	Walnut PTO	Isabel Silva	21	\$ 3,000.00
Love Turlock	Love Turlock	Lindsay Plett	23	\$ 3,000.00
Easter Egg Hunt at Stanislaus State	Phi Sigma Sigma	Alyssa Flores	25	\$ 2,400.00
Total Awarded				\$ 50,000.00

**6. STAFF RECOMMENDATION:**

Staff recommends approval.

**7. CITY MANAGER'S COMMENTS:**

Recommend approval.

**8. ENVIRONMENTAL DETERMINATION:**

N/A

**9. ALTERNATIVES:**

A. Council may choose to modify the amount awarded as recommended, to any or all of the individual funding requests.

B. Council may choose to not approve one or more of the individual funding requests.

**10. ATTACHMENTS:**

A. Draft Resolution

B. CEAG Funding Score and Ranking Sheet (PARC's recommendation)

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AFFIRMING THE }  
COMMUNITY EVENTS AND }  
ACTIVITIES GRANT FUNDING }  
AS IDENTIFIED HEREIN }  
\_\_\_\_\_ }

RESOLUTION 2023-

**WHEREAS**, grant funding for the Community Events and Activities Program has been budgeted at \$50,000 for Fiscal year 2023/24; and

**WHEREAS**, the grant funding is derived from the transient occupancy tax that hotel guests pay when they stay in Turlock; and

**WHEREAS**, for the current funding cycle, eighteen (18) organizations presented on thirty (30) events at the June 14, 2023 Parks, Arts, & Recreation Commission (PARC) meeting, resulting in a total funding request of \$87,200.00; and

**WHEREAS**, staff requested the following supporting documents for nonprofit organizations: IRS Determination Letter, CA Secretary of State Status and CA 3500(a) and Business License/Debt to the City; and

**WHEREAS**, staff requested the following supporting documents for for-profit organizations: Business License/Debt to the City and Secretary of State Status; and

**WHEREAS**, PARC scored each event based on the information contained in the application and the presentation; and

**WHEREAS**, staff tallied the score sheets and ranked the events by their cumulative average for Council’s review and consideration; and

**WHEREAS**, after the presentations and initial ranking, one organization withdrew applications for four (4) events, allowing PARC to reallocate those funds; and

**WHEREAS**, after PARC’s consideration of the distribution of funding made available with the withdrawal of the aforementioned four (4) events, a second organization withdrew their application for one (1) event, and staff have made a recommendation for reallocating those funds; and

**WHEREAS**, from the thirty (30) events presented by eighteen (18) organizations it is recommended to fund eighteen (18) events from twelve (12) organizations. Sixteen (16) events will be fully funded at each organization’s requested amount with another two (2) events funded at a modified amount from the organization’s request resulting in a total of \$50,000 in funds being awarded; and

**WHEREAS**, the events and their corresponding organizers and recommended grant amounts are listed below.

<b>Parks, Arts and Recreation Commission</b>				
<b>Community Events and Activities Grant Funding Recommendations</b>				
<b>Program Year 2023 - 2024</b>				
<b>Event</b>	<b>Organizer</b>	<b>Presenter</b>	<b>Rank</b>	<b>Award</b>
Turlock Sip & Stroll	Turlock Downtown Property Owners Association	Marisa Miranda/Jennifer Brannon	1	\$ 3,000.00
2024 Annual Block Party	Carnegie Arts Center Foundation, Turlock	Lisa McDermott	3	\$ 2,500.00
Annual Fun Run	Turlock Chaplaincy Inc.	Bret Sutterly	4	\$ 3,000.00
2024 Art of Design: Home & Garden Tour	Carnegie Arts Center Foundation, Turlock	Lisa McDermott	4	\$ 3,000.00
Downtown Trick or Treat	Turlock Downtown Business Owners Committee & Alegria Performing Arts	Gabrielle Aguiar-Forrest	6	\$ 3,000.00
Downtown Turlock Pot of Gold Scavenger Hunt	Turlock Downtown Business Owners Committee	Jennifer Brannon	7	\$ 1,200.00
Spring Salebration	Turlock Downtown Business Owners Committee	Candace Gonsalves	8	\$ 3,000.00
Mothers Day Event	Turlock Downtown Business Owners Committee	Lori Smith	11	\$ 3,000.00
The Market	The Market Turlock	Adrina Silveira	12	\$ 3,000.00
The Holiday Market	The Market Turlock	Adrina Silveira	13	\$ 3,000.00
Block Party	Turlock Downtown Business Owners Committee	Candace Gonsalves	14	\$ 3,000.00
Shop The Blocks	Turlock Downtown Business Owners Committee	Lori Smith/Candace Gonsalves	15	\$ 3,000.00
Ag in the Valley	Turlock Chamber of Commerce	Robbin Banks	16	\$ 2,400.00
Military Heroes Car Show	Kappa Sigma Fraternity	Karlos Marquez	17	\$ 3,000.00
Kiwanis of Greater Turlock 5k Fun Run	Kiwanis of Greater Turlock	Karen Abbott	20	\$ 2,500.00
Community Carnival	Walnut PTO	Isabel Silva	21	\$ 3,000.00
Love Turlock	Love Turlock	Lindsay Plett	23	\$ 3,000.00
Easter Egg Hunt at Stanislaus State	Phi Sigma Sigma	Alyssa Flores	25	\$ 2,400.00
		Total Awarded		\$ 50,000.00



**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby affirm the Community Events and Activities Grant Funding as identified herein.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 12<sup>th</sup> day of September, 2023, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

---

Julie Christel, City Clerk  
City of Turlock, County of Stanislaus,  
State of California

**Parks, Arts and Recreation Commission  
Community Events and Activities Grant Funding Recommendations  
Program Year 2023 - 2024**

Event	Organizer	Presenter	Rank	Funding Requested	Award
Turlock Sip & Stroll	Turlock Downtown Property Owners Association	Marisa Miranda/Jennifer Brannon	1	\$ 3,000.00	\$ 3,000.00
Independence Day Parade & Car Show	Turlock Downtown Property Owners Association	Travis Regalo	2	\$ 3,000.00	
2024 Annual Block Party	Carnegie Arts Center Foundation, Turlock	Lisa McDermott	3	\$ 2,500.00	\$ 2,500.00
Annual Fun Run	Turlock Chaplaincy Inc.	Bret Sutterly	4	\$ 3,000.00	\$ 3,000.00
2024 Art of Design: Home & Garden Tour	Carnegie Arts Center Foundation, Turlock	Lisa McDermott	4	\$ 3,000.00	\$ 3,000.00
Downtown Trick or Treat	Turlock Downtown Business Owners Committee & Alegria Performing Arts	Gabrielle Aguiar-Forrest	6	\$ 3,000.00	\$ 3,000.00
Downtown Turlock Pot of Gold Scavenger Hunt	Turlock Downtown Business Owners Committee	Jennifer Brannon	7	\$ 1,200.00	\$ 1,200.00
Spring Salebration	Turlock Downtown Business Owners Committee	Candace Gonsalves	8	\$ 3,000.00	\$ 3,000.00
Downtown Turlock Winter Wonderland	Turlock Downtown Property Owners Association	Travis Regalo	9	\$ 3,000.00	
Festival of Lights	Turlock Downtown Property Owners Association	Travis Regalo	9	\$ 3,000.00	
Mothers Day Event	Turlock Downtown Business Owners Committee	Lori Smith	11	\$ 3,000.00	\$ 3,000.00
The Market	The Market Turlock	Adrina Silveira	12	\$ 3,000.00	\$ 3,000.00
The Holiday Market	The Market Turlock	Adrina Silveira	13	\$ 3,000.00	\$ 3,000.00
Block Party	Turlock Downtown Business Owners Committee	Candace Gonsalves	14	\$ 3,000.00	\$ 3,000.00
Shop The Blocks	Turlock Downtown Business Owners Committee	Lori Smith/Candace Gonsalves	15	\$ 3,000.00	\$ 3,000.00
Ag in the Valley	Turlock Chamber of Commerce	Robbin Banks	16	\$ 3,000.00	\$ 900.00
Military Heroes Car Show	Kappa Sigma Fraternity	Karlos Marquez	17	\$ 3,000.00	\$ 3,000.00
Passport to Summer Reading	Lightly Used Books	Jennifer Brannon	18	\$ 3,000.00	\$ 3,000.00
Downtown Turlock Love Your Selfie	Turlock Downtown Property Owners Association	Travis Regalo	19	\$ 3,000.00	
Kiwanis of Greater Turlock 5k Fun Run	Kiwanis of Greater Turlock	Karen Abbott	20	\$ 2,500.00	\$ 2,500.00
Community Carnival	Walnut PTO	Isabel Silva	21	\$ 3,000.00	\$ 3,000.00
Prince & Princess Fundraising Gala	Alegria Performing Arts Academy	Gabrielle Aguiar-Forrest	22	\$ 3,000.00	
Love Turlock	Love Turlock	Lindsay Plett	23	\$ 3,000.00	\$ 3,000.00
Turlock Mom's Club	Turlock Mom's Club – Fall Family Festival	Alicia Turino	24	\$ 3,000.00	
Easter Egg Hunt at Stanislaus State	Phi Sigma Sigma	Alyssa Flores	25	\$ 3,000.00	\$ 900.00
Slice of Success - Speaking Skills to Increase Sales	Churchill Mortgage	Diana Haase	26	\$ 3,000.00	
Latif's By Pedretti Grand Reopening Celebration	Hometown Grit	Diana Haase	26	\$ 3,000.00	
Savvy Speaking	Churchill Mortgage	Diana Haase	28	\$ 3,000.00	
Women's Expo	A.I.M. Women Turlock	Diana Haase	28	\$ 3,000.00	
Biology	University of California, Merced Department of Molecular Cell	Bobbi Henderson	30	\$ 3,000.00	
				\$ 87,200.00	\$ 50,000.00

Key
Awarded
Presented and Pulled Application
Not Awarded
No Show



# **City Council Staff Report**

## **September 12, 2023**

---

From: Erik Schulze, Public Works Director

Prepared by: Janine Lee, Assistant Engineer

Agendized by: Reagan M. Wilson, City Manager

### **1. ACTION RECOMMENDED:**

Resolution: Awarding bid and approving an Agreement with Knife River Construction, of Stockton, California in the amount of \$4,591,036.00 and authorizing a contingency amount of \$229,552.00 (5.0%) for construction of City Project No. 18-67 "Water Main and Sewer Replacement 2023" to be funded by Fund 420 "Water Enterprise" account number 420-52-551.51126

### **2. SYNOPSIS:**

This action will award bid and approve an Agreement between the City of Turlock and Knife River Construction, of Stockton, California, for construction of City Project No. 18-67 "Water Main and Sewer Replacement 2023".

### **3. DISCUSSION OF ISSUE:**

The purpose of City Project No. 18-67 "Water Main and Sewer Replacement – 2023" is to replace existing water main and sewer pipes that have exceeded their useful life and are in need of replacement. The existing water main and sewer pipes to be replaced are located on various streets throughout the City within Districts 1 and 2. For the exact locations of each proposed water and sewer lines, please review the Attachment B – Site Map.

The main elements of the scope of work for this project consist of:

- Install 9,200 lineal feet of 8-inch diameter PVC main pipe, including main line valves, fittings, and appurtenances. Abandon the existing water main pipes and valves in place.
- Install new water service laterals to customers along the alignment of the new water main pipe.

- Install 12 fire hydrants as required to meet the minimum spacing per the City 2016 Standard Specifications and Drawings.
- Install 714 lineal feet of 8-inch diameter PVC sewer main pipe and manholes. Remove the existing sewer pipes and manholes.
- Install new existing sewer service laterals to customers along the alignment of the new sewer pipe.
- Trench restoration and patch paving.
- Rehabilitate the pavement on Lexington Avenue, Grant Avenue, High Street, and Mitchell Avenue with a 2-inch hot mix asphalt overlay. Pavement rehabilitation on Park Street and Julian Street shall be performed under separate contract under City Project No. 22-001. Pavement rehabilitation on Farr Street and Beech Street is planned to be performed under the 2024 Roads Program.
- Reconstruct existing pedestrian ramps to conform to current accessibility standards.
- Pavement striping and markings.

City staff advertised this project on August 9, 2023, through the Turlock Journal and on the City’s website for construction projects. On August 31, 2023, four (4) bids were received for City Project No. 18-67 “Water Main and Sewer Replacement - 2023.” Knife River Construction of Stockton, California, was the lowest responsible bidder with a bid amount of \$4,591,036.00.

**Bid Summary:**

<b>BIDDER</b>	<b>BID AMOUNT</b>	<b>ADDITIVE BID ALT. A</b>
Knife River Construction	\$4,591,036.00	\$28,022.00
United Pavement Maintenance	\$5,567,485.00	\$27,468.00
DA Wood Construction	\$6,578,621.00	\$29,780.00
TBS Contractors	\$6,972,813.00	\$37,475.00

The basis of award of the contract is the lowest base bid without consideration of pricing from bid alternates. Staff reviewed the bids for bidder responsiveness and responsibility and recommends approval of an agreement with Knife River Construction, of Stockton, California, as the lowest responsive, responsible bidder with a bid amount of \$4,591,036.00.

Staff recommends that the Additive Bid Alternate A be rejected and that Council approve the agreement for the Base Bid only. The additive bid alternate was created to assess whether additional paving on the adjacent lane would fit within the project’s budget in an effort to complete paving for both lanes. The City standards do not technically require paving of the adjacent lane where trenching has not occurred. There is an opportunity to add the paving work described in the additive bid alternate

directing the contractor to perform the work utilizing base bid pricing through a future change order, and which will result in a lower overall cost to the City.

**4. BASIS FOR RECOMMENDATION:**

- A. Per the Public Contract Code, § 20160 et seq., the City Council has the discretion to decide if a project shall be awarded to the lowest responsible bidder submitting a responsive bid, or if all bids should be rejected.
- B. Staff recommends Council approval of a contract change order contingency amount of \$229,552.00 in accordance with Resolution No. 2023-070. This equates to 5% of the construction contract price and is considered an average amount for a project such as this.

**5. FISCAL IMPACT / BUDGET AMENDMENT:**

**No General Fund money will be used for this project.**

The total estimated construction costs are displayed below:

Construction Contractor Bid Cost	\$4,591,036.00
Construction Contingency	\$229,552.00
Construction Engineering	\$140,000.00
Construction Surveying	\$34,870.00
- NorthStar Engineering, Inc.	
Materials Testing Services	\$76,633.50
- NV5	
<b>Estimated Total Project Costs</b>	<b>\$5,072,091.50</b>

The designated project account number is Fund 420 "Water Enterprise" account number 420-52-551.51126 for funding this project. There are sufficient funds in the project account for Fiscal Year 2023-24. No budget appropriation is needed at this time.

**6. STAFF RECOMMENDATION:**

Staff recommends approval.

**7. CITY MANAGER'S COMMENTS:**

Recommend approval.

**8. ENVIRONMENTAL DETERMINATION:**

This action is exempt from CEQA per Section 15301 (Existing Facilities) of the California Environmental Quality Act (CEQA) Guidelines as this section exempts projects that involve negligible expansion of use of existing facilities. This project includes the replacement of existing underground pipelines and does not include an expansion of land use.

**9. ALTERNATIVES:**

- A. Council could reject all bids submitted for this project. Staff does not recommend this alternative as the proposed improvements are needed and funding is available.
- B. Council could approve a contract change order contingency amount different from that recommended by Staff in the amount of \$229,552.00. Staff does not recommend this alternative because this equates to 5% of the construction contract price and is considered an average amount for a project such as this.
- C. Provide staff with direction on how to proceed.

**10. ATTACHMENTS:**

- A. Draft Resolution
- B. Site Map
- C. Bidder's Summary
- D. Agreement

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

<p><b>IN THE MATTER OF AWARDING BID AND APPROVING AN AGREEMENT WITH KNIFE RIVER CONSTRUCTION, OF STOCKTON, CALIFORNIA IN THE AMOUNT OF \$4,591,036.00 AND AUTHORIZING A CONTINGENCY AMOUNT OF \$229,552.00 (5.0%) FOR CONSTRUCTION OF CITY PROJECT NO. 18-67 "WATER MAIN AND SEWER REPLACEMENT 2023" TO BE FUNDED BY FUND 420 "WATER ENTERPRISE" ACCOUNT NUMBER 420-52-551.51126</b></p>	<p>} } } } } } } } } } }</p>	<p><b>RESOLUTION NO. 2023-XX</b></p>
--	--	--------------------------------------

**WHEREAS**, City Project No. 18-67 "Water Main and Sewer Replacement 2023" will replace existing water main pipes that have exceeded their useful life and are in need of replacement; and

**WHEREAS**, the existing water main and sewer pipes to be replaced are located on various streets throughout the City within Districts 1 and 2; and

**WHEREAS**, this project is in the approved 5-year Capital Improvement Plan previously approved by Council; and

**WHEREAS**, on August 31, 2023, four (4) bids were received for the construction of City Project No. 18-67, with Knife River Construction, of Stockton, California, submitting the lowest responsive, responsible bid in the amount of \$4,591,036.00; and

**WHEREAS**, the fiscal impact is estimated to be \$5,072,091.50 which includes the construction contract in the amount of \$4,591,036.00 and the contingency for potential change orders in the amount of \$229,552.00; and

**WHEREAS**, funding is available from Fund 420 "Water Enterprise, account number 420-52-551.51126 "West Main Waterline Replacement."

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby award bid and approve an Agreement Knife River Construction, of Stockton, California in the amount of \$4,591,036.00 and authorizing a contingency amount of \$229,552.00 (5.0%) for construction of City Project No. 18-67 "Water Main and Sewer Replacement 2023" to be funded by Fund 420 "Water Enterprise account number 420-52-551.51126 "West Main Waterline Replacement."

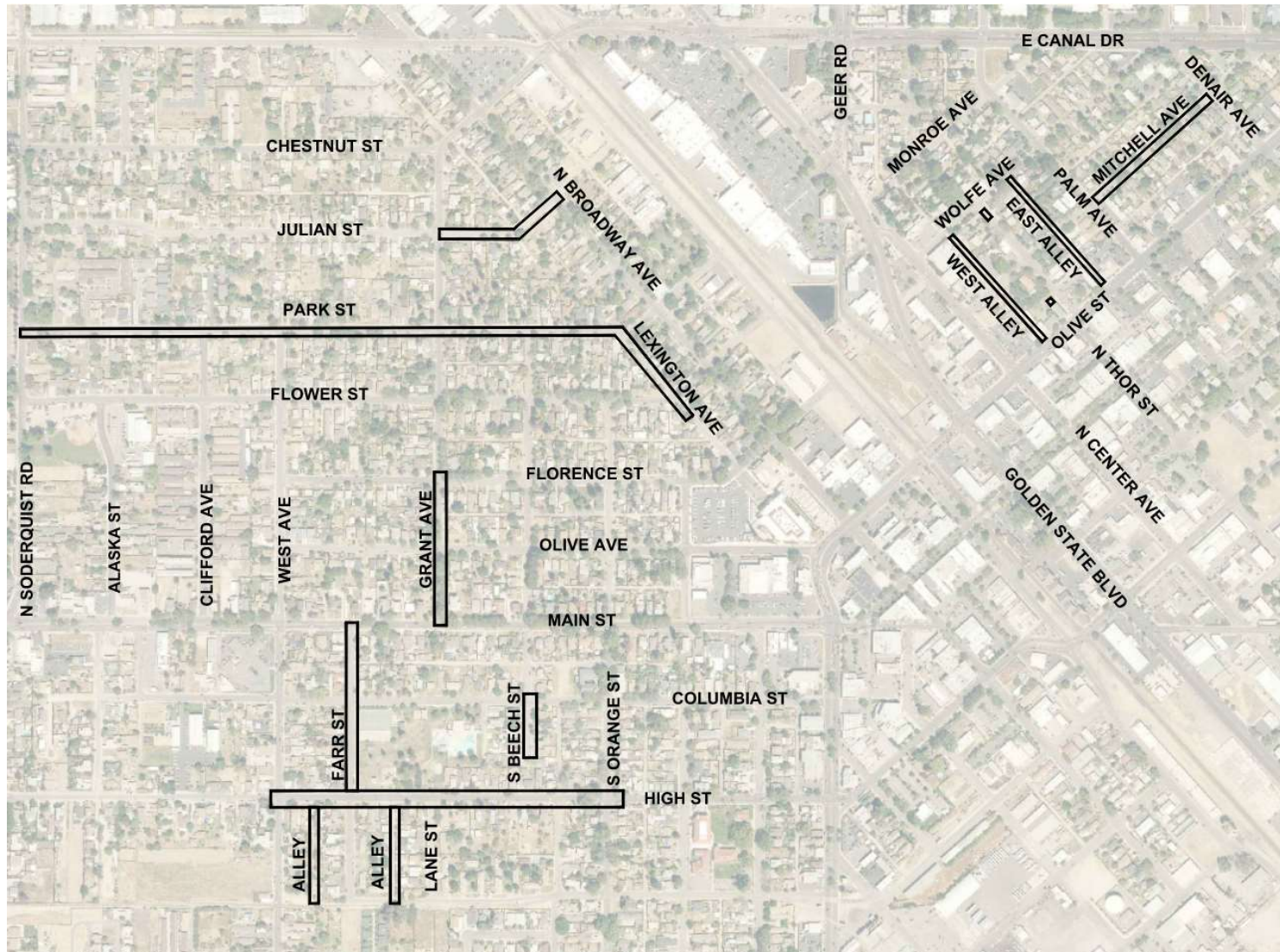
**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 12<sup>th</sup> day of September, 2023, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

\_\_\_\_\_  
Julie Christel, City Clerk,  
City of Turlock, County of Stanislaus,  
State of California

Site Map for City Project No. 18-67  
“Water Main and Sewer Replacement – 2023”





# CITY OF TURLOCK BIDDER'S SUMMARY

PROJECT TITLE: Water Main and Sewer Replacement 2023

CITY PROJECT NUMBER: 18-67

BID OPENING: August 31, 2023 at 11:00 AM

ANTICIPATED COUNCIL AWARD DATE: September 12, 2023

Base Bid				ENGINEER'S EST.		1 Knife River Construction		2 United Pavement Maintenance	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
Item No.	Item Description	Unit of Measure	Estimated Quantity						
1	Mobilization/Demobilization	LS	1	\$ 330,000.00	\$ 330,000.00	\$ 161,150.00	\$ 161,150.00	\$ 700,055.00	\$ 700,055.00
2	Construction Project Sign	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 2,100.00	\$ 2,100.00	\$ 1,850.00	\$ 1,850.00
3	Traffic Control System	LS	1	\$ 65,000.00	\$ 65,000.00	\$ 122,000.00	\$ 122,000.00	\$ 175,000.00	\$ 175,000.00
4	Storm Water Pollution Prevention Plan & Implementation	LS	1	\$ 6,500.00	\$ 6,500.00	\$ 40,700.00	\$ 40,700.00	\$ 46,000.00	\$ 46,000.00
5	Remove Existing Improvements	LS	1	\$ 300,000.00	\$ 300,000.00	\$ 70,000.00	\$ 70,000.00	\$ 170,000.00	\$ 170,000.00
6	Remove Pavement Markers	LS	1	\$ 1,400.00	\$ 1,400.00	\$ 12,000.00	\$ 12,000.00	\$ 10,675.00	\$ 10,675.00
7	Trim Trees	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 6,300.00	\$ 6,300.00	\$ 26,000.00	\$ 26,000.00
8	Pothole Existing Utilities	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 84,500.00	\$ 84,500.00	\$ 26,000.00	\$ 26,000.00
9	Shoring, Sheeting, and Bracing	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
10	Earthwork and Grading	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 25,000.00	\$ 25,000.00	\$ 166,980.00	\$ 166,980.00
11	Furnish and Install 8" AWWA C900 DR-18 PVC Pipes and Ductile Iron Fittings	LF	7,869	\$ 104.00	\$ 818,376.00	\$ 119.00	\$ 936,411.00	\$ 117.00	\$ 920,673.00
12	Furnish and Install 8" AWWA C900 DR-14 PVC Pipes and Ductile Iron Fittings	LF	1,290	\$ 130.00	\$ 167,700.00	\$ 123.00	\$ 158,670.00	\$ 131.00	\$ 168,990.00
13	Furnish and Install 12-Inch Gate Valve and Box with Lid	EA	1	\$ 5,200.00	\$ 5,200.00	\$ 4,100.00	\$ 4,100.00	\$ 5,275.00	\$ 5,275.00
14	Furnish and Install 10-Inch Gate Valve and Box with Lid	EA	4	\$ 4,680.00	\$ 18,720.00	\$ 3,400.00	\$ 13,600.00	\$ 3,950.00	\$ 15,800.00
15	Furnish and Install 8-Inch Gate Valve and Box with Lid	EA	48	\$ 4,160.00	\$ 199,680.00	\$ 2,300.00	\$ 110,400.00	\$ 3,225.00	\$ 154,800.00
16	Furnish and Install 6-Inch Gate Valve and Box with Lid	EA	15	\$ 3,250.00	\$ 48,750.00	\$ 1,500.00	\$ 22,500.00	\$ 2,650.00	\$ 39,750.00
17	Furnish and Install 4-Inch Gate Valve and Box with Lid	EA	6	\$ 2,600.00	\$ 15,600.00	\$ 1,300.00	\$ 7,800.00	\$ 1,475.00	\$ 8,850.00
18	Remove Sidewalk Adjacent to Water Meter Box	SF	9,900	\$ 50.00	\$ 495,000.00	\$ 3.10	\$ 30,690.00	\$ 5.00	\$ 49,500.00
19	Remove Curb and Gutter Adjacent to Water Meter Box	LF	1,980	\$ 10.00	\$ 19,800.00	\$ 14.50	\$ 28,710.00	\$ 10.00	\$ 19,800.00
20	Replace 1" Water Lateral Service with Meter Box	EA	209	\$ 4,550.00	\$ 950,950.00	\$ 3,700.00	\$ 773,300.00	\$ 2,850.00	\$ 595,650.00
21	Replace 1-1/2" Water Lateral Service with Meter Box	EA	7	\$ 4,550.00	\$ 31,850.00	\$ 4,975.00	\$ 34,825.00	\$ 4,150.00	\$ 29,050.00

Base Bid				ENGINEER'S EST.		Knife River Construction		United Pavement Maintenance	
Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
22	Water Lateral Service Connection on Private Property	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 4,300.00	\$ 4,300.00	\$ 4,650.00	\$ 4,650.00
23	Furnish and Install Directional Change Boxes (Type G5)	EA	17	\$ 1,050.00	\$ 17,850.00	\$ 1,000.00	\$ 17,000.00	\$ 1,395.00	\$ 23,715.00
24	Remove Sidewalk at Fire Hydrant Run	SF	550	\$ 50.00	\$ 27,500.00	\$ 3.10	\$ 1,705.00	\$ 5.00	\$ 2,750.00
25	Remove Curb and Gutter at Fire Hydrant Run	LF	110	\$ 10.00	\$ 1,100.00	\$ 14.50	\$ 1,595.00	\$ 10.00	\$ 1,100.00
26	Remove Existing Fire Hydrants	EA	5	\$ 1,000.00	\$ 5,000.00	\$ 1,140.00	\$ 5,700.00	\$ 1,650.00	\$ 8,250.00
27	Furnish and Install Fire Hydrant Lateral and Assembly	EA	12	\$ 12,000.00	\$ 144,000.00	\$ 12,000.00	\$ 144,000.00	\$ 9,850.00	\$ 118,200.00
28	Furnish and Install Blow-Off (4-inch)	EA	4	\$ 1,200.00	\$ 4,800.00	\$ 4,350.00	\$ 17,400.00	\$ 4,225.00	\$ 16,900.00
29	Temporary Double Check Backflow Preventer Assembly	EA	5	\$ 40,000.00	\$ 200,000.00	\$ 23,500.00	\$ 117,500.00	\$ 59,500.00	\$ 297,500.00
30	Water Main Connections by City of Turlock	EA	22	\$ 5,000.00	\$ 110,000.00	\$ 4,450.00	\$ 97,900.00	\$ 7,475.00	\$ 164,450.00
31	Abandon Existing Water Lines and Valves with Flowable Fill	LF	7,636	\$ 80.00	\$ 610,880.00	\$ 19.00	\$ 145,084.00	\$ 9.00	\$ 68,724.00
32	Abandon Existing Water Lines and Valves by Cutting and Capping	EA	4	\$ 150.00	\$ 600.00	\$ 2,700.00	\$ 10,800.00	\$ 950.00	\$ 3,800.00
33	Remove Existing Asbestos Cement Pipe	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 10,900.00	\$ 10,900.00	\$ 22,500.00	\$ 22,500.00
34	Remove Existing Water Lines and Valves	LF	650	\$ 80.00	\$ 52,000.00	\$ 59.00	\$ 38,350.00	\$ 48.00	\$ 31,200.00
35	Remove Existing Sanitary Sewer Pipes	LF	714	\$ 80.00	\$ 57,120.00	\$ 54.00	\$ 38,556.00	\$ 48.00	\$ 34,272.00
36	Furnish and Install 8-Inch-Diameter C900 DR-14 PVC Sewer Pipes	LF	714	\$ 104.00	\$ 74,256.00	\$ 177.00	\$ 126,378.00	\$ 85.00	\$ 60,690.00
37	Furnish and Install 48-Inch-Diameter Manholes	EA	4	\$ 9,100.00	\$ 36,400.00	\$ 4,750.00	\$ 19,000.00	\$ 7,850.00	\$ 31,400.00
38	Sanitary Sewer Services (SDR-26 PVC)	EA	26	\$ 3,000.00	\$ 78,000.00	\$ 3,075.00	\$ 79,950.00	\$ 3,200.00	\$ 83,200.00
39	Bypass Pumping	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 12,500.00	\$ 12,500.00	\$ 21,500.00	\$ 21,500.00
40	Adjust Frames and Cover to Finish Grade for Valve Boxes	EA	120	\$ 1,000.00	\$ 120,000.00	\$ 900.00	\$ 108,000.00	\$ 700.00	\$ 84,000.00
41	Adjust Frames and Covers to Finish Grade for Manhole Frames and Covers	EA	15	\$ 1,500.00	\$ 22,500.00	\$ 1,030.00	\$ 15,450.00	\$ 1,300.00	\$ 19,500.00
42	Furnish and Install Survey Monument Well	EA	15	\$ 1,000.00	\$ 15,000.00	\$ 850.00	\$ 12,750.00	\$ 700.00	\$ 10,500.00
43	Construct Drainage Inlet Catch Basin with Bubble Up System and Grating	EA	8	\$ 3,500.00	\$ 28,000.00	\$ 10,350.00	\$ 82,800.00	\$ 5,850.00	\$ 46,800.00
44	Access Ramp (Added Labor and Detectable Warning)	EA	21	\$ 3,000.00	\$ 63,000.00	\$ 3,300.00	\$ 69,300.00	\$ 7,500.00	\$ 157,500.00
45	Minor Concrete - Flatwork/Access Ramp	SF	10,250	\$ 10.00	\$ 102,500.00	\$ 8.40	\$ 86,100.00	\$ 14.00	\$ 143,500.00
46	Minor Concrete - Curb and Gutter	LF	1,990	\$ 60.00	\$ 119,400.00	\$ 45.00	\$ 89,550.00	\$ 80.00	\$ 159,200.00

Base Bid				ENGINEER'S EST.		Knife River Construction		United Pavement Maintenance	
Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
47	Minor Concrete - Vertical Curb	LF	110	\$ 60.00	\$ 6,600.00	\$ 45.00	\$ 4,950.00	\$ 50.00	\$ 5,500.00
48	Minor Concrete - Alley Approaches	SF	837	\$ 25.00	\$ 20,925.00	\$ 27.00	\$ 22,599.00	\$ 16.00	\$ 13,392.00
49	Minor Concrete - Valley Gutter	LF	318	\$ 60.00	\$ 19,080.00	\$ 59.00	\$ 18,762.00	\$ 32.00	\$ 10,176.00
50	Aggregate Base (Alley)	CY	265	\$ 80.00	\$ 21,200.00	\$ 48.00	\$ 12,720.00	\$ 130.00	\$ 34,450.00
51	Road Resurfacing (2" Grinding)	SY	15,441	\$ 5.00	\$ 77,205.00	\$ 3.00	\$ 46,323.00	\$ 7.00	\$ 108,087.00
52	Road Resurfacing (Overlay)	TON	1,740	\$ 105.00	\$ 182,700.00	\$ 120.00	\$ 208,800.00	\$ 154.00	\$ 267,960.00
53	Deep Lift (12" HMA)	TON	128	\$ 15.00	\$ 1,920.00	\$ 360.00	\$ 46,080.00	\$ 215.00	\$ 27,520.00
54	Temporary Pavement Striping and Markings	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 8,500.00	\$ 8,500.00	\$ 12,600.00	\$ 12,600.00
55	Pavement Striping (Detail 1)	LF	440	\$ 4.00	\$ 1,760.00	\$ 3.40	\$ 1,496.00	\$ 3.00	\$ 1,320.00
56	Pavement Striping (Detail 22)	LF	3,602	\$ 4.00	\$ 14,408.00	\$ 4.50	\$ 16,209.00	\$ 4.00	\$ 14,408.00
57	Pavement Striping (12" White Bar)	LF	320	\$ 6.00	\$ 1,920.00	\$ 9.00	\$ 2,880.00	\$ 8.00	\$ 2,560.00
58	Pavement Striping (Crosswalk-White)	SF	1,200	\$ 7.00	\$ 8,400.00	\$ 9.00	\$ 10,800.00	\$ 8.00	\$ 9,600.00
59	Pavement Markings	SF	361	\$ 7.00	\$ 2,527.00	\$ 9.00	\$ 3,249.00	\$ 8.00	\$ 2,888.00
60	Pavement Markers (Type BB)	EA	33	\$ 25.00	\$ 825.00	\$ 28.00	\$ 924.00	\$ 25.00	\$ 825.00
61	Paint Red Curb	LF	270	\$ 1.00	\$ 270.00	\$ 11.00	\$ 2,970.00	\$ 10.00	\$ 2,700.00
62	Allowance for Unknown Utilities	ALLOW	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
63	Allowance for Road Section Remediation	ALLOW	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
64	Allowance for Irrigation Repairs	ALLOW	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
65	Allowance for Landscaping Remediation	ALLOW	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
66	Allowance for Water Service Equipment Replacement	ALLOW	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
67	Allowance for New Survey Monument Wells	ALLOW	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
68	Allowance for Removal of Asbestos Cement Pipe	ALLOW	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00

Base Bid				ENGINEER'S EST.		Knife River Construction		United Pavement Maintenance	
Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
69	Allowance for Removing and Replacing Existing Fence	ALLOW	1	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
70	All Other Work Not Covered by Bid Items	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 104,450.00	\$ 104,450.00	\$ 25,000.00	\$ 25,000.00
<b>Base Bid Total =</b>				<b>\$</b>	<b>5,883,172.00</b>	<b>\$</b>	<b>4,591,036.00</b>	<b>\$</b>	<b>5,567,485.00</b>

Additive Bid Alternate "A" - Additional Road Resurfacing									
Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
A-1	Additional Road Resurfacing (2" Grinding)	SY	1,130	\$ 5.00	\$ 5,650.00	\$ 10.30	\$ 11,639.00	\$ 7.00	\$ 7,910.00
A-2	Additional Road Resurfacing (Overlay)	TON	127	\$ 105.00	\$ 13,335.00	\$ 129.00	\$ 16,383.00	\$ 154.00	\$ 19,558.00
<b>Additive Bid Alternate "A" - Additional Road Resurfacing Total =</b>				<b>\$</b>	<b>18,985.00</b>	<b>\$</b>	<b>28,022.00</b>	<b>\$</b>	<b>27,468.00</b>

# CITY OF TURLOCK BIDDER'S SUMMARY

PROJECT TITLE: Water Main and Sewer Replacement 2023

CITY PROJECT NUMBER: 18-67

BID OPENING: August 31, 2023 at 11:00 AM

ANTICIPATED COUNCIL AWARD DATE: September 12, 2023

3

4

Base Bid				DA Wood Construction		TBS Contractors	
Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total	Unit Price	Total
1	Mobilization/Demobilization	LS	1	\$ 270,000.00	\$ 270,000.00	\$ 187,500.00	\$ 187,500.00
2	Construction Project Sign	EA	1	\$ 2,195.00	\$ 2,195.00	\$ 3,125.00	\$ 3,125.00
3	Traffic Control System	LS	1	\$ 312,200.00	\$ 312,200.00	\$ 240,750.00	\$ 240,750.00
4	Storm Water Pollution Prevention Plan & Implementation	LS	1	\$ 80,000.00	\$ 80,000.00	\$ 83,450.00	\$ 83,450.00
5	Remove Existing Improvements	LS	1	\$ 77,200.00	\$ 77,200.00	\$ 289,550.00	\$ 289,550.00
6	Remove Pavement Markers	LS	1	\$ 13,400.00	\$ 13,400.00	\$ 4,375.00	\$ 4,375.00
7	Trim Trees	LS	1	\$ 11,500.00	\$ 11,500.00	\$ 39,375.00	\$ 39,375.00
8	Pothole Existing Utilities	LS	1	\$ 137,500.00	\$ 137,500.00	\$ 242,856.00	\$ 242,856.00
9	Shoring, Sheeting, and Bracing	LS	1	\$ 33,500.00	\$ 33,500.00	\$ 12,500.00	\$ 12,500.00
10	Earthwork and Grading	LS	1	\$ 165,000.00	\$ 165,000.00	\$ 30,838.00	\$ 30,838.00
11	Furnish and Install 8" AWWA C900 DR-18 PVC Pipes and Ductile Iron Fittings	LF	7,869	\$ 165.00	\$ 1,298,385.00	\$ 192.00	\$1,510,848.00
12	Furnish and Install 8" AWWA C900 DR-14 PVC Pipes and Ductile Iron Fittings	LF	1,290	\$ 167.00	\$ 215,430.00	\$ 255.00	\$ 328,950.00
13	Furnish and Install 12-Inch Gate Valve and Box with Lid	EA	1	\$ 6,060.00	\$ 6,060.00	\$ 5,805.00	\$ 5,805.00
14	Furnish and Install 10-Inch Gate Valve and Box with Lid	EA	4	\$ 5,130.00	\$ 20,520.00	\$ 5,372.00	\$ 21,488.00
15	Furnish and Install 8-Inch Gate Valve and Box with Lid	EA	48	\$ 3,850.00	\$ 184,800.00	\$ 2,929.00	\$ 140,592.00
16	Furnish and Install 6-Inch Gate Valve and Box with Lid	EA	15	\$ 2,860.00	\$ 42,900.00	\$ 2,320.00	\$ 34,800.00
17	Furnish and Install 4-Inch Gate Valve and Box with Lid	EA	6	\$ 2,250.00	\$ 13,500.00	\$ 2,084.00	\$ 12,504.00
18	Remove Sidewalk Adjacent to Water Meter Box	SF	9,900	\$ 13.00	\$ 128,700.00	\$ 13.00	\$ 128,700.00
19	Remove Curb and Gutter Adjacent to Water Meter Box	LF	1,980	\$ 17.00	\$ 33,660.00	\$ 44.00	\$ 87,120.00
20	Replace 1" Water Lateral Service with Meter Box	EA	209	\$ 4,495.00	\$ 939,455.00	\$ 4,817.00	\$1,006,753.00
21	Replace 1-1/2" Water Lateral Service with Meter Box	EA	7	\$ 5,665.00	\$ 39,655.00	\$ 8,232.00	\$ 57,624.00

Base Bid				DA Wood Construction		TBS Contractors	
Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total	Unit Price	Total
22	Water Lateral Service Connection on Private Property	EA	1	\$ 13,060.00	\$ 13,060.00	\$ 10,278.00	\$ 10,278.00
23	Furnish and Install Directional Change Boxes (Type G5)	EA	17	\$ 1,675.00	\$ 28,475.00	\$ 646.00	\$ 10,982.00
24	Remove Sidewalk at Fire Hydrant Run	SF	550	\$ 13.00	\$ 7,150.00	\$ 13.00	\$ 7,150.00
25	Remove Curb and Gutter at Fire Hydrant Run	LF	110	\$ 32.00	\$ 3,520.00	\$ 44.00	\$ 4,840.00
26	Remove Existing Fire Hydrants	EA	5	\$ 1,400.00	\$ 7,000.00	\$ 3,125.00	\$ 15,625.00
27	Furnish and Install Fire Hydrant Lateral and Assembly	EA	12	\$ 10,250.00	\$ 123,000.00	\$ 13,215.00	\$ 158,580.00
28	Furnish and Install Blow-Off (4-inch)	EA	4	\$ 4,750.00	\$ 19,000.00	\$ 3,391.00	\$ 13,564.00
29	Temporary Double Check Backflow Preventer Assembly	EA	5	\$ 75,000.00	\$ 375,000.00	\$ 53,138.00	\$ 265,690.00
30	Water Main Connections by City of Turlock	EA	22	\$ 4,200.00	\$ 92,400.00	\$ 8,138.00	\$ 179,036.00
31	Abandon Existing Water Lines and Valves with Flowable Fill	LF	7,636	\$ 5.50	\$ 41,998.00	\$ 10.00	\$ 76,360.00
32	Abandon Existing Water Lines and Valves by Cutting and Capping	EA	4	\$ 1,320.00	\$ 5,280.00	\$ 2,500.00	\$ 10,000.00
33	Remove Existing Asbestos Cement Pipe	LS	1	\$ 4,200.00	\$ 4,200.00	\$ 3,935.00	\$ 3,935.00
34	Remove Existing Water Lines and Valves	LF	650	\$ 100.00	\$ 65,000.00	\$ 60.00	\$ 39,000.00
35	Remove Existing Sanitary Sewer Pipes	LF	714	\$ 42.00	\$ 29,988.00	\$ 19.00	\$ 13,566.00
36	Furnish and Install 8-Inch-Diameter C900 DR-14 PVC Sewer Pipes	LF	714	\$ 155.00	\$ 110,670.00	\$ 171.00	\$ 122,094.00
37	Furnish and Install 48-Inch-Diameter Manholes	EA	4	\$ 7,350.00	\$ 29,400.00	\$ 9,375.00	\$ 37,500.00
38	Sanitary Sewer Services (SDR-26 PVC)	EA	26	\$ 2,580.00	\$ 67,080.00	\$ 1,732.00	\$ 45,032.00
39	Bypass Pumping	LS	1	\$ 37,750.00	\$ 37,750.00	\$ 21,875.00	\$ 21,875.00
40	Adjust Frames and Cover to Finish Grade for Valve Boxes	EA	120	\$ 1,320.00	\$ 158,400.00	\$ 1,125.00	\$ 135,000.00
41	Adjust Frames and Covers to Finish Grade for Manhole Frames and Covers	EA	15	\$ 1,375.00	\$ 20,625.00	\$ 1,875.00	\$ 28,125.00
42	Furnish and Install Survey Monument Well	EA	15	\$ 1,650.00	\$ 24,750.00	\$ 1,204.00	\$ 18,060.00
43	Construct Drainage Inlet Catch Basin with Bubble Up System and Grating	EA	8	\$ 14,855.00	\$ 118,840.00	\$ 13,687.00	\$ 109,496.00
44	Access Ramp (Added Labor and Detectable Warning)	EA	21	\$ 785.00	\$ 16,485.00	\$ 2,500.00	\$ 52,500.00
45	Minor Concrete - Flatwork/Access Ramp	SF	10,250	\$ 24.00	\$ 246,000.00	\$ 19.00	\$ 194,750.00
46	Minor Concrete - Curb and Gutter	LF	1,990	\$ 138.00	\$ 274,620.00	\$ 74.00	\$ 147,260.00

Base Bid				DA Wood Construction		TBS Contractors	
Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total	Unit Price	Total
47	Minor Concrete - Vertical Curb	LF	110	\$ 105.00	\$ 11,550.00	\$ 63.00	\$ 6,930.00
48	Minor Concrete - Alley Approaches	SF	837	\$ 37.00	\$ 30,969.00	\$ 25.00	\$ 20,925.00
49	Minor Concrete - Valley Gutter	LF	318	\$ 127.00	\$ 40,386.00	\$ 63.00	\$ 20,034.00
50	Aggregate Base (Alley)	CY	265	\$ 166.00	\$ 43,990.00	\$ 88.00	\$ 23,320.00
51	Road Resurfacing (2" Grinding)	SY	15,441	\$ 5.00	\$ 77,205.00	\$ 8.00	\$ 123,528.00
52	Road Resurfacing (Overlay)	TON	1,740	\$ 138.00	\$ 240,120.00	\$ 190.00	\$ 330,600.00
53	Deep Lift (12" HMA)	TON	128	\$ 475.00	\$ 60,800.00	\$ 558.00	\$ 71,424.00
54	Temporary Pavement Striping and Markings	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 5,000.00	\$ 5,000.00
55	Pavement Striping (Detail 1)	LF	440	\$ 5.00	\$ 2,200.00	\$ 2.00	\$ 880.00
56	Pavement Striping (Detail 22)	LF	3,602	\$ 5.00	\$ 18,010.00	\$ 6.00	\$ 21,612.00
57	Pavement Striping (12" White Bar)	LF	320	\$ 10.00	\$ 3,200.00	\$ 6.00	\$ 1,920.00
58	Pavement Striping (Crosswalk-White)	SF	1,200	\$ 10.00	\$ 12,000.00	\$ 6.00	\$ 7,200.00
59	Pavement Markings	SF	361	\$ 10.00	\$ 3,610.00	\$ 25.00	\$ 9,025.00
60	Pavement Markers (Type BB)	EA	33	\$ 40.00	\$ 1,320.00	\$ 13.00	\$ 429.00
61	Paint Red Curb	LF	270	\$ 13.00	\$ 3,510.00	\$ 3.00	\$ 810.00
62	Allowance for Unknown Utilities	ALLOW	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
63	Allowance for Road Section Remediation	ALLOW	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
64	Allowance for Irrigation Repairs	ALLOW	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
65	Allowance for Landscaping Remediation	ALLOW	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
66	Allowance for Water Service Equipment Replacement	ALLOW	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
67	Allowance for New Survey Monument Wells	ALLOW	1	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
68	Allowance for Removal of Asbestos Cement Pipe	ALLOW	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00

Base Bid				DA Wood Construction		TBS Contractors	
Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total	Unit Price	Total
69	Allowance for Removing and Replacing Existing Fence	ALLOW	1	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
70	All Other Work Not Covered by Bid Items	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 82,375.00	\$ 82,375.00
<b>Base Bid Total =</b>				<b>\$</b>	<b>6,578,621.00</b>	<b>\$</b>	<b>6,972,813.00</b>

Additive Bid Alternate "A" - Additional Road Resurfacing							
A-1	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total	Unit Price	Total
A-1	Additional Road Resurfacing (2" Grinding)	SY	1,130	\$ 5.00	\$ 5,650.00	\$ 9.00	\$ 10,170.00
A-2	Additional Road Resurfacing (Overlay)	TON	127	\$ 190.00	\$ 24,130.00	\$ 215.00	\$ 27,305.00
<b>Additive Bid Alternate "A" - Additional Road Resurfacing Total =</b>				<b>\$</b>	<b>29,780.00</b>	<b>\$</b>	<b>37,475.00</b>





## AGREEMENT

---

### FOR PUBLIC IMPROVEMENT

#### City Project No. 18-67 Water Main and Sewer Replacement 2023

**THIS PUBLIC IMPROVEMENT AGREEMENT** (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and DSS COMPANY dba KNIFE RIVER CONSTRUCTION, a California (“Contractor”), on this 12<sup>th</sup> day of September 2023 (the “Effective Date”). City and Contractor may be collectively referred to herein as the “Parties” or individually as “Party.” There are no other parties to this Agreement.

### RECITALS

- A. City seeks a duly qualified and licensed firm experienced in the construction of Water Main and Sewer Replacement 2023 (the “Project”).
- B. The Project involves the expenditure of funds in excess of \$5,000 and constitutes a “public project” pursuant to Public Contract Code section 20161.
- C. Contractor has made a proposal to City to provide construction services, a copy of which is attached and incorporated hereto as **Exhibit A** (the “Services”).
- D. City has determined it is necessary and desirable to employ the services of Contractor to perform construction work on the Project.
- E. City has taken appropriate proceedings to authorize construction of the Project and execution of this contract pursuant to Public Contract Code section 20160 et seq.; specifically, on September 12, 2023, at a duly noticed meeting of the City Council of the City of Turlock, this contract for the construction of the improvements hereinafter described was awarded to Contractor as the lowest responsive and responsible bidder for said improvements.

**NOW, THEREFORE**, in consideration of the promises and covenants set forth below, the Parties agree as follows:

## **AGREEMENT**

**1. Contract Documents:** This Agreement, together with the following documents, are collectively referred to herein as the “Contract Documents”:

- i. Notice to Bidders;
- ii. Contractor’s Bid or Proposal accepted by City;
- iii. General Conditions, Supplementary Conditions, and Special Provisions of the City of Turlock for Water Main and Sewer Replacement 2023;
- iv. Plans and detailed drawings prepared for this Project and approved by City (“Project Plans”);
- v. All bonds and insurance required by the Contract Documents;
- vi. Any and all supplemental agreements amending, decreasing, or extending the work contemplated or which may be required to complete the work in a substantial and acceptable manner; and
- vii. The current edition of the City of Turlock Standard Specifications and Drawings.

All of the Contract Documents are intended to incorporate the terms of the others so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete contract will hereinafter be referred to as the “Contract.” In case of any dispute regarding the terms of the Contract, the decision of the City Engineer shall be final.

**2. Term.** The Contract shall be effective as of the Effective Date first stated above. Contractor shall not commence work on the Project until it has been given notice by City (“Notice to Proceed”). The Contract shall terminate one (1) year(s) after City accepts Contractor’s performance of the Services by recording a Notice of Completion with the County of Stanislaus Clerk Recorder (the “Term”), unless the Parties mutually agree in writing to terminate the Contract earlier or extend the Term in an agreed writing executed by both Parties.

**3. Scope of Work.**

(a) *Services.* Contractor shall perform the Services described in Exhibit A, subject to all terms and conditions in the Contract. Contractor shall not receive additional compensation for the performance of any Services not described therein.

(b) *Modification.* City, at any time, by written order, may make changes within the general scope of the work under this Agreement or issue additional instructions, require additional work or direct deletion of work. Contractor shall not proceed with any change involving an increase or decrease in the Contract Price, as defined in Section 4 of this Agreement, without prior written authorization from City. Contractor shall not be entitled to compensation for the

performance of any such unauthorized work. Contractor further waives any and all right or remedy by way of restitution or quantum meruit for any and all extra or changed work performed without express and prior written authorization of City. Notwithstanding the foregoing, Contractor shall promptly commence and diligently complete any change to the work subject to City's written authorization issued pursuant to this Section ; Contractor shall not be relieved or excused from its prompt commencement of diligent completion of any change subject to City's written authorization by virtue of the absence or inability of Contractor and City to agree upon the extent of any adjustment to the completion schedule or Contract Price on account of such change. The issuance of a change order pursuant to this Section 3 in connection with any change authorized by City shall not be deemed a condition precedent to Contractor's obligation to promptly commence and diligently complete any such change authorized by City hereunder. City's right to make changes shall not invalidate the Contract nor relieve Contractor of any liability or other obligations under the Contract. Any requirement of notice of changes in the scope of work to Contractor's surety shall be the responsibility of Contractor.

(c) *Specific Materials & Performance of Work.* Contractor shall furnish all tools, equipment, facilities, labor, and materials necessary to perform and complete, in good workmanlike manner, the work of general construction as called for and in the manner designated in, and in strict conformity with, the plans and specifications for said work entitled, “**General Conditions and Special Provisions for Water Main and Sewer Replacement 2023 .**” The equipment, apparatus, facilities, labor, and material shall be furnished, and said work performed and completed as required by the Contract under the direction and supervision, and subject to the approval, of the City Engineer or City Engineer’s designated agent.

(d) *Exhibits.* All “Exhibits” referred to below or attached hereto are, by this reference, incorporated into the Contract.

	<u>Exhibit Designation</u>	<u>Exhibit Title</u>
1.	Exhibit A	Scope of Services
2.	Exhibit B	Payment by Force Account
3.	Exhibit C	Workers’ Compensation Insurance Certification
4.	Exhibit D	Performance Bond
5.	Exhibit E	Payment Bond

**4. Contract Price.** City shall pay, and Contractor shall accept in full payment for the work set forth above in Section 3, Scope of Work, an amount not to exceed **Four Million Five Hundred Ninety-One Thousand and Thirty-Six Dollars (\$4,591,036.00)** (the “Contract Price”). Said amount shall be paid pursuant to Section 8 of this Agreement. The Contract Price may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the Contract Price will be determined in the sole discretion of City as follows:

(a) If the work performed is on the basis of unit prices contained in the Contract Documents, the change order will be determined in accordance with the provisions in Section 4-1.05, “Changes and Extra Work”, of the Caltrans Standard Specifications, as applicable; or

(b) If the work performed is not included on the engineer’s estimate associated with a unit price, the change order will be by a mutually agreed lump sum; or

(c) If the change order is not determined as described above in either subdivision (a) or (b), the change order will be determined on the basis of force account in accordance with the provisions set forth in **Exhibit B**, “Payment by Force Account,” attached hereto and incorporated herein by reference.

**5. Time for Performance.** The time fixed for the commencement of work under the Contract is within ten (10) working days after the Notice to Proceed has been issued. The work on this project, including all punch list items, shall be completed on or before the expiration of One Hundred Sixty Five (165) working days (the “Completion Date”) beginning on the first day of work or no later than the tenth day after the Notice to Proceed has been issued.

(a) *Right of City to Increase Working Days:* If Contractor fails to complete the Services by the Completion Date, the City Engineer shall have the right to increase the number of working days in the amount the City Engineer may determine will best serve the interests of City, and if the City Engineer desires to increase said number of working days, the City Engineer shall have the further right to charge Contractor and deduct from the final payment for the work the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to Contractor, and which accrue during the period of such extension, except that the cost of the final service and preparation of the final estimates shall not be included in such charges. No extension of time for completion of Services under the Contract shall be considered unless requested by Contractor at least twenty (20) calendar days prior to the Completion Date, in writing, to the City Engineer.

The Completion Date may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the Completion Date will be determined as follows:

- i. Additional working days will be awarded where the amount of time is mutually agreed upon by Contractor and the City Engineer; or
- ii. Additional working days will be awarded where Contractor is prevented from completing any part of the work identified on the critical path and:
  1. where the delay is caused by acts of public enemy, fire, floods, tsunamis, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials and freight embargos, provided that Contractor shall

notify Engineer in writing of the causes of delay within fifteen (15) days from the beginning of that delay; or

2. where the delay is caused by actions beyond the control of Contractor; or
3. where the delay is caused by actions or failure to act by the City Engineer.

Contractor shall not be entitled to an adjustment in the Completion Date for delays within the control of Contractor. Delays resulting from and within the control of a subcontractor or supplier of Contractor shall be deemed to be delays within the control of Contractor.

(a) *Excusable Delays.* Contractor shall not be in breach of the Contract in the event that performance of Services is temporarily interrupted or discontinued due to a “Force Majeure” event which is defined as: riots, wars, sabotage, civil disturbances, insurrections, or explosions; natural disasters, such as floods, earthquakes, landslides, and fires; strikes, lockouts, and other labor disturbances; or other catastrophic events, which are beyond the reasonable control of Contractor. Force Majeure does not include Contractor’s financial inability to perform, Contractor’s failure to obtain any necessary permits or licenses from other governmental agencies, or Contractor’s failure to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of Contractor. If Contractor’s performance of the Services is delayed by an excusable delay, the Completion Date shall be extended for such reasonable time as determined by the City Engineer. Extensions in time must be requested by Contractor within fifteen (15) calendar days of the excusable delay in order to receive consideration.

(b) *Emergency - Additional Time for Performance - Procurement of Materials.* If, because of war or other declared national emergency, the federal or state government restricts, regulates, or controls the procurement and allocation of labor or materials, or both, and if solely because of said restrictions, regulations or controls, Contractor is, through no fault of Contractor, unable to perform the Services, or the work is thereby suspended or delayed, any of the following steps may be taken:

- i. City may, pursuant to resolution of the City Council, grant Contractor additional time for the performance of the Contract, sufficient to compensate in time, for delay or suspension.

To qualify for such extension in time, Contractor within ten (10) days of Contractor's discovering such inability to perform, shall notify the City Engineer in writing thereof, and give specific reasons therefore; the City Engineer shall thereupon have sixty (60) days within which to procure such needed materials or labor as is specified in this agreement, or permit substitution, or provide for changes in the work in accordance with subdivision (b) of this Section.

Substituted materials, or changes in the work, or both, shall be ordered in writing by the City Engineer, and the concurrence of the City Council shall not be necessary. All reasonable expenses of such procurement incurred by the City Engineer shall be defrayed by the Contractor; or

- ii. If such materials or labor cannot be procured through legitimate channels within sixty (60) days after the filing of the aforesaid notice, either Party may, upon thirty (30) days' written notice to the other, terminate this agreement. In such event, Contractor shall be compensated for all work executed upon a unit basis in proportion to the amount of the work completed, or upon a cost-plus-ten-percent (10%) basis, whichever is the lesser. Materials on the ground, in process of fabrication or in route upon the date of notice of termination specially ordered for the Project and which cannot be utilized by Contractor, shall be compensated for by City at cost, including freight, provided Contractor shall take all steps possible to minimize this obligation; or
- iii. The City Council, by resolution, may suspend the Contract until the cause of inability to perform is removed for a period of not to exceed sixty (60) days.

If the Contract is not canceled, and the inability of Contractor to perform continues without fault on Contractor's part, beyond the time during which the Contract may have been suspended, as herein above provided, the City Council may further suspend the Contract, or either Party hereto may, without incurring any liability, elect to declare the Contract terminated upon the ground of impossibility of performance. In the event City declares this agreement terminated, such declaration shall be authorized by the City Council by resolution, and Contractor shall be notified in writing thereof within five (5) days after the adoption of such resolution. Upon such termination, Contractor shall be entitled to proportionate compensation at the Contract Price for such portion of the Contract as may have been performed; or

- iv. City may terminate the Contract, in which case Contractor shall be entitled to proportionate compensation at the agreed rate for such portion of the Contract as may have been performed. Such termination shall be authorized by resolution of the City Council. Notice thereof shall be forthwith given in writing to Contractor, and the Contract shall be terminated upon receipt by Contractor of such notice.

In the event of the termination provided in this sub-paragraph (iv), none of the covenants, conditions or provisions hereof shall apply to the Services not performed, and City shall be liable to Contractor for the proportionate compensation last herein mentioned.

(c) *Delay Damages.* In the event Contractor, for any reason, fails to perform the Services to the satisfaction of the City Engineer by the Completion Date, City may, in accordance with Section 7203 of the Public Contract Code, in lieu of any other of its rights authorized by Section 6 of this agreement, deduct from payments or credits due Contractor after such breach a sum equal to **Six Thousand Three Hundred and Sixty-Five and no/100ths Dollars (\$6365.00)** for each calendar day beyond the Completion Date. This deduction shall not be considered a penalty but shall be considered as delay damages. The aforementioned rate of deduction is an amount agreed to by the Parties as reasonably representing additional construction engineering costs incurred by City if Contractor fails to complete the Services by the Completion Date. However, any deduction assessed as delay damages shall not relieve Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the Services by the Completion Date. Due account shall be taken of any time extensions granted to Contractor by City. Permitting Contractor to continue work beyond the Completion Date shall not operate as a waiver on the part of City of any of its rights under the Contract nor shall it relieve Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the Services by the Completion Date.

## **6. Termination.**

(a) *Option of City to Terminate Contract for Failure to Complete Services.* If a Party should fail to perform any of its obligations hereunder within the time and in the manner herein provided, or otherwise violates any of the terms of the Contract (the “Defaulting Party”), the other Party shall give notice to the Defaulting Party and allow the Defaulting Party ten (10) days to correct such deficiency. If the Defaulting Party does not correct such deficiency, the other Party may immediately terminate the Contract by giving written notice of such termination, stating the reason for such termination. In such event, Contractor shall be entitled to receive payment for all Services satisfactorily rendered until such termination, provided, however, there shall be deducted from such amount the amount of damage, if any, sustained by virtue of any breach of the Contract by Contractor, including Delay Damages. If payment under the Contract is based upon a lump sum in total or by individual task, payment for Services satisfactorily rendered shall be an amount which bears the same ratio to the total fees specified in this Agreement as the Services satisfactorily rendered hereunder by Contractor to the total services otherwise required to be performed for such total fee, provided, however, that there shall be deducted from such amount the amount of damage, if any sustained by City by virtue of any breach of the Contract by Contractor. Upon termination, Contractor shall deliver copies of all Work Product, as defined in Section 19 of this Agreement, to City. If District terminates the Contract before Contractor commences any Services hereunder, City shall not be obligated to make any payment to Contractor.

(b) If Contractor should be adjudged bankrupt or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it or any of its subcontractors should violate any of the provisions of the Contract, City may serve written notice upon it and its surety of its intention to terminate the Contract. Such notice shall contain the reasons for City’s intention to terminate the Contract, and unless such violations

shall cease within five (5) calendar days after serving of such notice, the Contract shall cease and terminate upon the expiration of said five (5) calendar days. In the event of any such termination, City shall immediately serve written notice thereof upon the surety and Contractor, and the surety shall have the right to take over and perform the Contract; provided however, that, if the surety does not give City written notice of its intention to take over and perform the Contract or does not commence performance thereof within thirty (30) calendar days from the date of the service of such notice, City may take over the work and prosecute the same to completion by contract or any other method it may deem advisable, for the account and at the expense of Contractor, and Contractor and its surety shall be jointly liable to City for any excess cost occasioned City thereby, and in such event City may, without liability for so doing, take possession of and utilize in completing the work, such materials, appliances, and other property belonging to Contractor as may be on the Project site and necessary thereof.

**7. Liability for Breach:** Neither Party waives the right to recover direct damages against the other for breach of the Contract, including any amount necessary to compensate City for all detriment proximately caused by Contractor's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. City reserves the right to offset such damages against any payments owed to Contractor. City shall not, in any manner, be liable for special or consequential damages, including but not limited to Contractor's actual or projected lost profits had Contractor completed the Services required by the Contract. In the event of termination by either Party, copies of all finished or unfinished Work Product, as defined in Section 19 of this Agreement, shall become the property of City. Notwithstanding the foregoing, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with the Contract or the Services performed in connection with the Contract.

**8. Compensation:** City shall make payments to Contractor in accordance with the provisions of Section 9 of the General Conditions in legally executed and regularly issued warrants of City, drawn on the appropriate fund or funds as required by law and order of the City Council thereof. Contractor shall be administered a progress payment approximately every thirty (30) calendar days from the time work begins according to the payment schedule furnished by the City Engineer at the time work begins. Contractor shall provide access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Contractor's charges to City under this Contract.

Monthly progress payments in the amount of 95 percent (95%) of the value of the work will be made to Contractor based on the Contractor's estimate and the schedule of prices contained in the accepted bid. The remaining 5 percent (5%) will be retained by City as partial security for the fulfillment of the Contract except that at any time after 50 percent (50%) of the work has been completed, if the City Engineer finds that satisfactory progress is being made and the Project's critical path of work are on schedule, City may discontinue any further retention. Such discontinuance will only be made upon the written request of Contractor. City may, at any time the City Engineer finds that satisfactory progress is not being made, again institute retention of 5



percent (5%) as specified above. Payment will be made as soon as possible after the preparation of the Contractor's estimate. City shall pay the remaining 5 percent (5%) of the value of the Services completed under this Contract, if unencumbered by retentions for claims, not sooner than the expiration of thirty-five (35) calendar days from the date of recordation of the Notice of Completion, pursuant to Section 2 of this agreement, and not later than sixty (60) days from the "completion" of the Services as said term is defined in Public Contract Code section 7107(c).

No estimate or payment shall be made if, in the judgment of the City Engineer, the work is not proceeding in accordance with the provisions of the Contract, or when, in his judgment, the total value of the work done since the last estimate amounts to less than \$1,000. No progress payments will be made if the time allotted for the job is thirty (30) working days or less. Payment of any progress payment, or the acceptance thereof by Contractor, shall not constitute acceptance of the work performed under this Contractor, or any portion thereof, and shall in no way reduce the liability of Contractor to replace unsatisfactory work or materials, though the unsatisfactory character of such work or materials may not have been apparent or detected at the time such payment was made.

Additionally, as a precondition to City's progress payments hereunder, Contractor shall provide to City, prior to payment, unconditional waivers and releases of stop notices pursuant to Civil Code section 8128 et seq. from each subcontractor and materials supplier. The form of said waivers and releases shall be as set forth in Civil Code section 3262(d)(2).

Pursuant to Public Contract Code section 22300 et seq., Contractor may request the right to substitute securities for any moneys withheld by City to ensure the performance required of Contractor under the Contract, or that City make payment of retentions earned directly into an escrow account established at the expense of Contractor.

**9. Disputes Pertaining to Payment for Work:** Should any dispute arise respecting the true value of any work performed, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of the Contract, such dispute shall be decided by the City Engineer, and the decision of the latter shall be final and conclusive. The Parties agree to comply with the claims resolution procedures set forth in Public Contract Code section 9204 when applicable.

(a) *Claims Processing.* Any submission of a claim by Contractor must comply with the requirements of Public Contract Code section 9204. Upon receipt of a claim pursuant to this section, City shall conduct a reasonable review of the claim and, within a period not to exceed forty-five (45) days, shall provide Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, the Parties may, by mutual agreement, extend the time period provided in this subdivision. Contractor shall furnish reasonable documentation to support the claim. Any payment due on an undisputed portion of the claim shall be processed and made within sixty (60) days after City issues its written statement. If Contractor disputes City's written response, or if City fails to respond to a claim issued pursuant

to this section within the time prescribed, Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute.

(b) *Meet-and-Confer Conference.* Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, City shall schedule a meet-and-confer conference within thirty (30) days for settlement of the dispute. Within ten (10) business days following the conclusion of the meet-and-confer conference, if the claim or any portion of the claim remains in dispute, City shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within sixty (60) days after the City issues its written statement.

(c) *Nonbinding Mediation.* Any disputed portion of the claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with the Parties sharing the associated costs equally. The Parties shall mutually agree to a mediator within ten (10) business days after the disputed portion of the claim has been identified in writing. If the Parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject judicial review pursuant to Section 23 of this Agreement.

Notwithstanding any claim, dispute, or other disagreement between the Parties regarding performance under the Contract, the scope of work hereunder, or any other matter arising out of or related to, in any manner, the Contract, Contractor shall proceed diligently with performance of the Services in accordance with City's written direction, pending any final determination or decision regarding any such claim, dispute, or disagreement.

**10. Permits and Care of Work:** Contractor shall, at Contractor's expense, obtain all necessary permits and licenses for the construction of each improvement, give all necessary notices and pay all fees and taxes required by law, except those City fees set forth in Section 1 of the Special Provisions. Contractor has examined the Project site and is familiar with its topography and condition, location of property lines, easements, building lines, and other physical factors and limitations affecting the performance of the Contract. Contractor, at Contractor's expense, shall obtain any permission necessary for any operations conducted off the property owned or controlled by City. Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.

**11. Public Works and Payment of Prevailing Wage:**

(a) *Monitoring and Enforcement.* In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, all work performed under the Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations (“DIR”). All work performed by Contractor or its subcontractors under the Contract is subject to

the requirements of Labor Code section 1720 et seq. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 of the Labor Code at the time the contract is awarded. Contractor and its subcontractors shall furnish the records specified in Section 1776 of the Labor Code directly to the Labor Commissioner, at least monthly, in the format prescribed by the Labor Commissioner.

In accordance with the provisions of Section 1773.3 of the Labor Code, City shall provide notice to DIR of the award of this Contract within thirty (30) working days of the award. The notice shall be transmitted electronically in a format specified by DIR and shall include the name of Contractor, any subcontractor listed on the successful bid, the bid and contract award dates, the contract amount, the estimated start and completion dates, Project location, and any additional information DIR specifies that aids in the administration and enforcement of Section 1720 et seq. of the Labor Code.

(b) *Wages & Hours of Employment:* In the performance of the Services under the Contract, eight (8) hours shall be the maximum hours of labor on any calendar day, and the minimum wages of compensation of persons performing labor in the execution of this agreement shall be the current prevailing scale of wages determined by DIR for the community. Contractor shall forfeit as penalty Twenty-five and no/100ths Dollars (\$25.00) to be paid to City for each workman employed in the execution of the Contract by Contractor or its subcontractor(s), for each calendar day during which any workman is required or permitted to labor more than eight (8) hours, in violation of provisions of Labor Code section 1810 et seq. Contractor shall post prevailing wage rates at the Project no later than the first day Contractor commences performance of the Services under the Contract.

**12. Superintendence by Contractor:** Contractor shall give personal superintendence to the work on the Project or have a competent foreman or superintendent satisfactory to the City Engineer on the Project at all times during construction and performance of work under the Contract, with authority to act for Contractor.

**13. Inspection and Testing by City:** Contractor shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work performed on the Project and to the shops wherein the work is in preparation. Contractor shall notify City with sufficient time in advance of the manufacture of production materials to be supplied by Contractor under the Contract in order for City to arrange for mill or factory inspection and testing of same. Any materials shipped by Contractor from factory prior to having satisfactorily passed such testing and inspection by City's representative or prior to the receipt of notice from such representative that such testing and inspection will not be required shall not be incorporated on the Project. Contractor shall also furnish to City, in triplicate, certified copies of all factory and mill test reports upon request.

**14. Conformity with Law and Safety:** Contractor shall observe and comply with all applicable laws, ordinances, codes, and regulations of governmental agencies, including federal, state, municipal, and local governing bodies having jurisdiction over any or all of the scope of Services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, the California Building Code, the American with Disabilities Act, any copyright, patent, or trademark law, and all other applicable federal, state, municipal, and local safety regulations, appropriate trade association safety standards, and appropriate equipment manufacturer instructions. All Services performed by Contractor or its subcontractors must be in accordance with these laws, ordinances, codes, and regulations. Contractor's failure to comply with any laws, ordinances, codes, or regulations applicable to the performance of the Services hereunder shall constitute a breach of contract. In cases where standards conflict, the standard providing the highest degree of protection shall prevail.

If a death, serious personal injury or substantial property damage occurs in connection with the performance of the Contract, Contractor shall immediately notify City's risk manager by telephone. If any accident occurs in connection with the Contract, Contractor shall promptly submit a written report to City, in such form as City may require. This report shall include the following information: (a) name and address of the injured or deceased person(s); (b) name and address of Contractor's subcontractor, if any; (c) name and address of Contractor's liability insurance carrier; and (d) a detailed description of the accident, including whether any of City's equipment, tools, or materials were involved.

If a release of a hazardous material, substance, or waste occurs in connection with the performance of the Contract, Contractor shall immediately notify City. Contractor shall not store hazardous materials or hazardous waste within City limits without a proper permit from City.

**15. Other Contracts:** City may award other contracts for additional work on the Project, and Contractor shall fully cooperate with such other contractors and carefully fit Contractor's own work to that provided under other contracts as may be directed by the City Engineer. Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor.

**16. Bonds:** Concurrently with the execution hereof, Contractor shall furnish, on the forms provided herein as Exhibits D and E, respectively, corporate surety bonds to the benefit of City, issued by a surety company acceptable to City and authorized and admitted to do business in the state of California, as follows:

- (a) *Faithful Performance Bond.* In an amount equal to at least one hundred percent (100%) of the Contract Price as security for the faithful performance of the Contract. The bond shall contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the Civil Code.

(b) *Payment Bond.* In an amount equal to at least one hundred percent (100%) of the Contract Price as security for the payment of all persons performing labor and furnishing materials in connection with the Contract. The bond shall be in accordance with the provisions of Sections 3225, 3226, and 3247 through 3252, inclusive, of the Civil Code and Section 13020 of the Unemployment Insurance Code of California. Said bond shall also contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the Civil Code.

The surety companies shall familiarize themselves with all provisions and conditions of the Contract. It is understood and agreed that the surety or sureties waive the right of special notification of any modification or alterations, omissions or reductions, extra or additional work, extensions of time, or any other act or acts by City or its authorized agents under the terms of this Contract and failure to so notify the surety or sureties of such changes shall in no way relieve the surety or sureties of their obligations under the Contract.

**17. Indemnification:**

(a) *Indemnity for Professional Liability.* When the law establishes a professional standard of care for Contractor's Services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend, and hold harmless City and any and all of its elective and appointive boards, officers, officials, agents, employees or volunteers ("City's Agents") from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent Contractor or its subcontractors are responsible for such damages, liabilities and costs on a comparative basis of fault between Contractor or its subcontractors and City in the performance of professional services under the Contract. Contractor shall not be obligated to defend or indemnify City for City's own negligence or for the negligence of others.

(b) *Indemnity for other than Professional Liability.* Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend, and hold harmless City and any and City's Agents from and against any liability, including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of the Contract by Contractor or by any individual or agency for which Contractor is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Contractor.

**18. Contractor's Insurance:** Concurrently with the execution hereof, Contractor shall furnish City with satisfactory proof of carriage of the insurance required under this section, and that Contractor shall give City at least sixty (60) days prior notice of the cancellation of any policy during the Term of this contract. Contractor shall not commence work under this Agreement until Contractor has obtained City's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall

have been so obtained and approved. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of the Contract. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to City.

(a) *General Liability Insurance.* Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence, Four Million Dollars (\$4,000,000.00) general aggregate, for bodily injury, personal injury, and property damage, including, without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property damage hazards. Contractor's general liability policies shall be primary and not seek contribution from City's coverages and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required. The policy shall contain, or be endorsed to contain, the following provisions:

- (1) City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the Contract. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.
- (2) For any claims related to the Project, Contractor's insurance coverage shall be primary insurance as respects City and any insurance or self-insurance maintained by City shall be excess of Contractor's insurance and shall not contribute with it.
- (3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to City under the Contract, the insurer, broker/producer, or Contractor shall provide City with thirty (30) days' prior written notice of such cancellation, non-renewal, or material change.

- (4) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

(b) *Workers' Compensation Insurance.* Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least One Million Dollars (\$1,000,000.00). Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

(c) *Auto Insurance.* Contractor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than Two Million Dollars (\$2,000,000.00) per accident. If Contractor owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

(d) *Builder's Risk Insurance.* Upon commencement of construction and with approval of City, Contractor shall obtain and maintain Builder's Risk/Course of Construction insurance. The policy shall be provided for replacement value on an "all-risk" basis. City shall be named as Loss Payee on the policy and there shall be no coinsurance penalty provision in any such policy. The policy must include: (1) coverage for removal of debris and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures, and all other properties constituting a part of the project; (2) coverage with limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site, whether provided from within a Builder's Risk policy or through the addition of an Installation Floater. Such insurance shall be on a form acceptable to City to ensure adequacy of terms and limits. Contractor shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to City.

(e) *Contractors Pollution Insurance.* Pollution Coverage shall be provided on a Contractors Pollution Liability form, or other form acceptable to City, providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than One Million Dollars (\$1,000,000.00) per claim. All activities contemplated in the Contract shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites.

(f) *Professional Liability Insurance.* When applicable, Contractor shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with the Contract, in the minimum amount of One Million Dollars (\$1,000,000.00) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this

Agreement, and Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by the Contract.

(g) *Umbrella or Excess Policy.* Service Provider may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability and automobile Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Professional’s primary and excess liability policies are exhausted.

(h) *Deductibles and Self-Insured Retentions.* Upon request of City, any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City and City’s Agents; or (2) Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

(i) *Acceptability of Insurers.* Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A-:VII or with an insurer to which City has provided prior approval.

(j) *Verification of Coverage.* Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Section 18. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor’s obligation to provide them. City reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.

(k) *Waiver of Subrogation.* With the exception of professional liability, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. The commercial general liability policy and workers’ compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by Contractor, its agents, employees, independent contractors and subcontractors. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(l) *Subcontractors.* Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.



**19. Ownership of Work Product:** Any and all work, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, designs, specifications, drawings, diagrams, surveys, source codes, professional or technical information or data, photographs, notes, letters, emails, or any original works of authorship created by contractor or its subcontractors or subcontractors in connection with Services performed under the Contract (“Work Product”) shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of City. In the event that it is ever determined that any Work Product created by Contractor or its subcontractors or subcontractors under the Contract are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such Work Product to City. With the prior written approval of the City Engineer, Contractor may retain and use copies of such Work Product for reference and as documentation of its experience and capabilities.

All Work Product shall become the property of City irrespective of where located or stored and Contractor agrees to deliver all such documents and information to City, without charge and in whatever form it exists, upon the Completion Date, as may be extended. Contractor shall have no ownership interest in such Work Product.

All Work Product of Contractor under the Contract, including written information which City will cause to be distributed for either internal or public circulation, including both preliminary and final drafts, shall be delivered to City in both printed and electronic form, or as may be specific in Exhibit A.

When the Contract is terminated, Contractor agrees to return to City all documents, drawings, photographs, and other written or graphic material, however produced, that it received from City or City’s Agents, in connection with the performance of its Services under the Contract. All materials shall be returned in the same condition as received.

**20. Taxes:** Payment of any taxes, including California sales and use taxes, levied upon the Contract, the transaction, or the Services or goods delivered pursuant hereto, shall be the obligation of Contractor. Contractor shall cooperate with City to the full extent possible to maximize the local allocation of California sales and use tax to City. Such cooperation shall include, but not be limited to:

(a) *Use Tax Direct Payment Permits.* Contractor shall apply for, obtain, and utilize, to the maximum extent reasonable, a California Use Tax Direct Payment Permit.

(b) *Purchases of \$500,000 or More.* Contractor shall require vendors and suppliers located outside California from whom Contractor makes purchases of \$500,000 or more to allocate the use tax to City.

**21. Independent Contractor:** At all times during the Term of the Contract, Contractor shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which Contractor performs the Services required under the Contract. Contractor shall be liable for its acts and omissions, and those of its employees, contractors, subcontractors,

representatives, volunteers, and its agents. Nothing contained herein shall be construed as creating an employment, agency, or partnership relationship between City and Contractor. City shall have the right to control Contractor only insofar as the result of Contractor's Services rendered pursuant to the Contract; however, City shall not have the right to control the means by which Contractor accomplishes Services rendered pursuant to the Contract.

**22. Contractor Not Agent:** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to the Contract to bind City to any obligation whatsoever.

**23. Arbitration of Disputes:** All claims, disputes, and other matters in question between City and Contractor arising out of, or relating to, this Contract or the breach thereof, including claims of Contractor for extra compensation of Services related to the project, shall be decided by arbitration before a single arbitrator in accordance with the provisions of Sections 1281 through 1284.2 of the Code of Civil Procedure (the "Arbitration Laws") unless the Parties mutually agree otherwise. The provisions of Section 1283.05 of the Arbitration Laws apply to any arbitration proceeding except as otherwise provided in the Contract. The arbitrator shall have authority to decide all issues between the Parties including, but not limited to, claims for extras, delay, and liquidated damages, if any, provided for the Contract, matters involving defects in the Services performed by Contractor or its subcontractors, rights to payment, and whether the necessary procedures for arbitration have been followed. The award rendered by the arbitrator shall be final and judgment may be entered upon it in accordance with applicable law in any court having competent jurisdiction thereof.

Notice of the demand for arbitration shall be filed in writing with the other Party. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations.

The parties shall jointly appoint an arbitrator within fifteen (15) calendar days of the date of giving the notice of the demand for arbitration. If the Parties are unable to jointly agree upon the appointment of an arbitrator within said fifteen (15) calendar day period, and do not agree in writing to extend said period for a fixed period, then either Party may seek to have the arbitrator appointed by the Superior Court of Stanislaus County in accordance with the Arbitration Laws.

If any proceeding is brought to contest the right to arbitrate and it is determined that such right exists, the losing Party shall pay all costs and attorney's fees incurred by the prevailing Party.

In addition to the other rules of law which may be applicable to any arbitration hereunder, the following shall apply:

(a) Promptly upon the filing of the arbitration, each Party shall be required to set forth in writing and to serve upon each other Party a detailed statement of its contentions of fact and law.

(b) All Parties to the arbitration shall be entitled to the discovery procedures provided under Section 1283.05 of the California Code of Civil Procedure.

(c) The arbitration shall be commenced and conducted as expeditiously as possible consistent with affording reasonable discovery as provided herein.

(d) These additional rules shall be implemented and applied by the arbitrator.

The costs of arbitration shall be borne by the Parties as determined by the arbitrator, but each Party shall bear its own attorney's fees associated with the dispute with the other Party and to the arbitration.

All administrative remedies required under Section 9 of this Agreement or pursuant to Public Contract Code section 9204, or required by any other law, shall be exhausted prior to commencement of any arbitration under this Section 23.

**24. Provisions Cumulative:** The provisions of the Contract are cumulative, and in addition to and not in limitation of, any other rights or remedies available to City.

**25. Notices:** All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Any Party hereto may at any time, by giving ten (10) days' written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below.

If to City: **City of Turlock  
Attn: Janine Lee  
156 S. Broadway, Suite 150  
Turlock, CA 95380-5461**

With courtesy copies to: **Petrulakis Law & Advocacy, APC  
Attn: George A. Petrulakis, City Attorney  
P.O. Box 92  
Modesto, Ca 95353**

If to Contractor: **DSS Company dba Knife River Construction  
644 W Clay Street  
Stockton, CA 95206**

If to Contractor's Sureties:

**Liberty Mutual Surety**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**26. City Contract Administrator:** The City's contract administrator and contact person for this Agreement is:

Janine Lee  
City of Turlock Engineering Division  
156 S. Broadway, Suite 150  
Turlock, California 95380-5461  
Telephone: (209) 668-6035  
E-mail: jlee@turlock.ca.us

**27. Interpretation:** As used herein, any gender includes each other gender, the singular includes the plural and vice versa.

**28. Antitrust Claims:** Contractor or its subcontractors offer and agree to assign to City all rights, title, and interest to any causes of action under Section Four of the Clayton Act and the Cartwright Act concerning antitrust claims.

**29. Use of City Project Number:** Contractor or its subcontractors agree to use the aforementioned City project number on all maps, drawings, submittals, billing, and written correspondence that involve City staff or contracted consultants. Nothing in this section shall preclude Contractor or its subcontractors from using their own project numbers for their own internal use.

**30. No Conflict of Interest:** Contractor represents that no conflict of interest will be created under state or federal law by entering into or in carrying out the Contract.

**31. Confidentiality:** Contractor understands and agrees that, in the performance of Services under the Contract, or in the contemplation thereof, Contractor may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City ("Confidential Information"). Contractor shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of City. If City gives Contractor written authorization to make any such disclosure, Contractor shall do so only within the limits and to the extent of that authorization. Contractor may be directed or advised by the City Attorney on various matters relating to the performance of Services on the Project or on other matters pertaining to the Project, and in such event,

Contractor agrees that it will treat all communications between itself, its employees, and its subcontracts as being communications which are within the attorney-client privilege.

**32. Modification.** No alteration, amendment, modification, or termination of the Contract shall be valid unless made in writing and executed by all Parties to the Contract.

**33. Waiver:** No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

**34. Assignment:** No Party to the Contract shall assign, transfer, or otherwise dispose of this Agreement in whole or in part to any individual, firm, or corporation without the prior written consent of the other Party. Subject to the foregoing provisions, the Contract shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties hereto.

**35. Authority:** All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, person, states, or firms and that all former requirements necessary or required by state or federal law in order to enter into the Contract have been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

**36. Governing Law:** The Contract shall be governed and construed in accordance with the laws of the state of California.

**37. Severability:** If the Contract in its entirety is determined by an arbitrator or a court of competent jurisdiction to be invalid or unenforceable, the Contract shall automatically terminate as of the date of final entry of judgment. If any provision of the Contract shall be determined to be invalid and unenforceable, or if any provision of the Contract is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

**38. Counterparts:** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original but together shall constitute one and the same instrument.

**39. Mandatory and Permissive:** “Shall” and “will” and “agrees” are mandatory. “May” and “can” are permissive.

**40. Headings:** Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

**41. Attorney's Fees and Costs:** Except as expressly provided for in Section 23 of this Agreement, if any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret the provisions of the Contract, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

**42. Necessary Acts and Further Assurances:** The Parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of the Contract.

**43. Recitals:** The recitals set forth above ("Recitals") are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Section 1 through 43 of this Agreement, Sections 1 through 43 shall prevail.

***[Signatures on Following Page]***

**IN WITNESS WHEREOF**, two identical counterparts of this agreement, consisting of a total of 41 pages, each of which counterparts shall for all purposes be deemed an original of said agreement, have been duly executed by the parties hereinabove named, on the day and year first herein above written.

**CONTRACTOR**

**CITY OF TURLOCK, a municipal corporation**

By: \_\_\_\_\_

By: \_\_\_\_\_  
Reagan M. Wilson, City Manager

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

Address: \_\_\_\_\_

APPROVED AS TO SUFFICIENCY:

\_\_\_\_\_  
Phone: \_\_\_\_\_

By: \_\_\_\_\_  
William D. Morris, RCE, PLS, City Engineer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Erik Schulze, Public Works Director

Federal Tax ID or Social Security No:

APPROVED AS TO FORM:

\_\_\_\_\_

By: \_\_\_\_\_  
George A. Petrulakis, City Attorney

DIR Registration Number:

ATTEST:

\_\_\_\_\_  
Attach Contractor's Seal Here

By: \_\_\_\_\_  
Julie Christel, City Clerk

**EXHIBIT A  
CONTRACTOR'S PROPOSAL FOR SERVICES**

**PROPOSAL**

---

City Project No. 18-67  
Water Main and Sewer Replacement 2023

City of Turlock, California

DATED: 8/31/23

To: The Honorable City Council of the City of Turlock, California:

NAME OF BIDDER: DSS Company dba Knife River Construction

BUSINESS ADDRESS: 655 W. Clay Street

PLACE OF RESIDENCE: Stockton, CA 95206

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose.

In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item. In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail except as provided in (a) or (b), as follows:

(a) If the amount set forth as unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

(b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the Department's Final Estimate of cost.



## PROPOSAL SUBMITTAL CHECKLIST

The bidder shall provide a complete proposal in a sealed envelope before 11:00 AM on August 31, 2023 at the address shown on the cover sheet of these specifications.

FAILURE TO PROVIDE ALL THE REQUIRED DOCUMENTS LISTED IN THE TABLE BELOW MAY CAUSE THE PROPOSAL TO BE CONSIDERED NON-RESPONSIVE.

<b>Complete Proposal</b>	<b>Page No.</b>
<input type="checkbox"/> BIDDER'S FORM .....	6-10
<input type="checkbox"/> AFFIDAVIT .....	11
<input type="checkbox"/> INFORMATION REQUIRED OF BIDDER .....	12-13
<input type="checkbox"/> BIDDER'S BOND .....	14-15
<input type="checkbox"/> LIST OF SUBCONTRACTORS.....	16
<input type="checkbox"/> IRAN CONTRACTING ACT CERTIFICATION.....	17

### **Special Note Regarding Escrow Bid Documents:**

The apparent low bidder shall submit, one copy of all documentary information generated in preparation of Bid prices for this project within one week after the bid opening. This material is hereinafter referred to as "Escrow Bid Documents." The Escrow Bid Documents of the Successful Bidder will be held in escrow for the duration of the contract. See Special Provisions Section "Escrow Bid Documents."

In accordance with the annexed Notice to Contractors, the undersigned, as bidder, declares that he has carefully examined the location of the proposed work, the plans, specifications and technical requirements therefore, and the proposed forms of contract and bonds mentioned or referred to in said Notice and on file in the office of the City Engineer of the City of Turlock, together with the prevailing rate of per diem wages for each craft or type of workmen needed to execute said contract; and he proposes and agrees that if this proposal is accepted, he will furnish all labor, materials, equipment, plant transportation, service, sales taxes, permit fees and other costs necessary to complete the construction in strict conformity to the plans and specifications and he will enter into a written contract with the City of Turlock in the form of contract on file in the Office of the City Engineer for such purposes, and that he will execute and/or provide all bonds and insurance certificates required by law and/or by said contract and/or mentioned in said Notice to Contractors all in accordance with and subject to all applicable laws, and that he will take in full payment therefore the following unit prices, to wit:

**BIDDER'S FORM**

Project Title: Water Main and Sewer Replacement 2023


Project Number: 18-67

Opening Date: August 31, 2023

Opening Time: 11:00 AM

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total
1	Mobilization/Demobilization	LS	1	161,150.00	161,150.00
2	Construction Project Sign	EA	1	2,100.00	2,100.00
3	Traffic Control System	LS	1	122,000.00	122,000.00
4	Storm Water Pollution Prevention Plan & Implementation	LS	1	40,700.00	40,700.00
5	Remove Existing Improvements	LS	1	70,000.00	70,000.00
6	Remove Pavement Markers	LS	1	12,000.00	12,000.00
7	Trim Trees	LS	1	6,300.00	6,300.00
8	Pothole Existing Utilities	LS	1	84,500.00	84,500.00
9	Shoring, Sheet piling, and Bracing	LS	1	25,000.00	25,000.00
10	Earthwork and Grading	LS	1	25,000.00	25,000.00
11	Furnish and Install 8" AWWA C900 DR-18 PVC Pipes and Ductile Iron Fittings	LF	7,869	119.00	936,411.00
12	Furnish and Install 8" AWWA C900 DR-14 PVC Pipes and Ductile Iron Fittings	LF	1,290	123.00	158,670.00
13	Furnish and Install 12-Inch Gate Valve and Box with Lid	EA	1	4,100.00	4,100.00
14	Furnish and Install 10-Inch Gate Valve and Box with Lid	EA	4	3,400.00	13,600.00
15	Furnish and Install 8-Inch Gate Valve and Box with Lid	EA	48	2,300.00	110,400.00
16	Furnish and Install 6-Inch Gate Valve and Box with Lid	EA	15	1,500.00	22,500.00
17	Furnish and Install 4-Inch Gate Valve and Box with Lid	EA	6	1,300.00	7,800.00
18	Remove Sidewalk Adjacent to Water Meter Box	SF	9,900	3.10	30,690.00
19	Remove Curb and Gutter Adjacent to Water Meter Box	LF	1,980	14.50	28,710.00
20	Replace 1" Water Lateral Service with Meter Box	EA	209	3,700.00	773,300.00
21	Replace 1-1/2" Water Lateral Service with Meter Box	EA	7	4,975.00	34,825.00
22	Water Lateral Service Connection on Private Property	EA	1	4,300.00	4,300.00
23	Furnish and Install Directional Change Boxes (Type G5)	EA	17	1,000.00	17,000.00
24	Remove Sidewalk at Fire Hydrant Run	SF	550	3.10	1,705.00
25	Remove Curb and Gutter at Fire Hydrant Run	LF	110	14.50	1,595.00

ADDENDUM NO. 3

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total
26	Remove Existing Fire Hydrants	EA	5	1,140.00	5,700.00
27	Furnish and Install Fire Hydrant Lateral and Assembly	EA	12	12,000.00	144,000.00
28	Furnish and Install Blow-Off (4-inch)	EA	4	4,350.00	17,400.00
29	Temporary Double Check Backflow Preventer Assembly	EA	5	23,500.00	117,500.00
30	Water Main Connections by City of Turlock	EA	22	4,450.00	97,900.00
 31	Abandon Existing Water Lines and Valves with Flowable Fill	LF	7,636	19.00	145,084.00
 32	Abandon Existing Water Lines and Valves by Cutting and Capping	EA	4	2,700.00	10,800.00
 33	Remove Existing Asbestos Cement Pipe	LS	1	10,900.00	10,900.00
34	Remove Existing Water Lines and Valves	LF	650	59.00	38,350.00
35	Remove Existing Sanitary Sewer Pipes	LF	714	54.00	38,556.00
36	Furnish and Install 8-Inch-Diameter C900 DR-14 PVC Sewer Pipes	LF	714	177.00	126,378.00
37	Furnish and Install 48-Inch-Diameter Manholes	EA	4	4,750.00	19,000.00
38	Sanitary Sewer Services (SDR-26 PVC)	EA	26	3,075.00	79,950.00
39	Bypass Pumping	LS	1	12,500.00	12,500.00
 40	Adjust Frames and Cover to Finish Grade for Valve Boxes	EA	120	900.00	108,000.00
 41	Adjust Frames and Covers to Finish Grade for Manhole Frames and Covers	EA	15	1,030.00	15,450.00
42	Furnish and Install Survey Monument Well	EA	15	850.00	12,750.00
43	Construct Drainage Inlet Catch Basin with Bubble Up System and Grating	EA	8	10,350.00	82,800.00
44	Access Ramp (Added Labor and Detectable Warning)	EA	21	3,300.00	69,300.00
45	Minor Concrete - Flatwork/Access Ramp	SF	10,250	8.40	86,100.00
46	Minor Concrete - Curb and Gutter	LF	1,990	45.00	89,550.00
47	Minor Concrete - Vertical Curb	LF	110	45.00	4,950.00
48	Minor Concrete - Alley Approaches	SF	837	27.00	22,599.00
49	Minor Concrete - Valley Gutter	LF	318	59.00	18,762.00
50	Aggregate Base (Alley)	CY	265	48.00	12,720.00
51	Road Resurfacing (2" Grinding)	SY	15,441	3.00	46,323.00
 52	Road Resurfacing (Overlay)	TON	1,740	120.00	208,800.00
53	Deep Lift (12" HMA)	TON	128	360.00	46,080.00
54	Temporary Pavement Striping and Markings	LS	1	8,500.00	8,500.00
55	Pavement Striping (Detail 1)	LF	440	3.40	1,496.00
56	Pavement Striping (Detail 22)	LF	3,602	4.50	16,209.00
57	Pavement Striping (12" White Bar)	LF	320	9.00	2,880.00
58	Pavement Striping (Crosswalk-White)	SF	1,200	9.00	10,800.00
59	Pavement Markings	SF	361	9.00	3,249.00

ADDENDUM NO. 3

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total
60	Pavement Markers (Type BB)	EA	33	28.00	924.00
61	Paint Red Curb	LF	270	11.00	2,970.00
62	Allowance for Unknown Utilities	ALLOW	1	\$ 5,000	\$ 5,000.00
63	Allowance for Road Section Remediation	ALLOW	1	\$ 10,000	\$ 10,000.00
64	Allowance for Irrigation Repairs	ALLOW	1	\$ 5,000	\$ 5,000.00
65	Allowance for Landscaping Remediation	ALLOW	1	\$ 5,000	\$ 5,000.00
66	Allowance for Water Service Equipment Replacement	ALLOW	1	\$ 5,000	\$ 5,000.00
A2 A2 A3 67	Allowance for New Survey Monument Wells	ALLOW	1	\$ 5,000	\$ 5,000.00
68	Allowance for Removal of Asbestos Cement Pipe	ALLOW	1	\$ 10,000	\$ 10,000.00
69	Allowance for Removing and Replacing Existing Fence	ALLOW	1	\$ 12,000	\$ 12,000.00
70	All Other Work Not Covered by Bid Items	LS	1	104,450.00	104,450.00
<b>BASE BID TOTAL</b>					

TOTAL BASE BID WRITTEN IN FIGURES: \$ 4,591,536.00




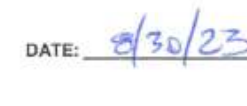
TOTAL BID WRITTEN IN WORDS: Four million, five hundred ninety one thousand, five hundred thirty six dollars, and zero Cents

The basis of award shall be the lowest bid price on the base contract without consideration of the prices on the additive items.

Additive Bid Alternate "A" - Additional Road Resurfacing					
A3 A-1	Additional Road Resurfacing (2" Grinding)	SY	1,130	10.30	11,639.00
A-2	Additional Road Resurfacing (Overlay)	TON	127	129.00	57,405.00
<b>Additive Bid Alternate "A" Total</b>				<b>\$69,044.00</b>	

Bidder has examined and carefully studied the Bidding documents and other related data identified in the Bidding Documents and the following Addenda, receipt of which is hereby acknowledged

ADDENDA

No. <u>1</u>	Date <u>8/17/23</u>	Signed 
No. <u>2</u>	Date <u>8/24/23</u>	Signed 
No. <u>3</u>	Date <u>8/25/23</u>	Signed 
No. <u>4</u>	Date <u>8.28.23</u>	Signed 
No. _____	Date _____	Signed _____

CONTRACTOR:  DATE: 8/30/23

CITY CONTRACT NO. 2024-054  
CITY PROJECT NO. 18-67

COMPANY'S NAME: DSS Company dba Knife River Construction

BY: Rod Getty

ADDRESS: 455 W. Clay Street  
(Number) (Street)

Stockton CA 95206  
(City) (State) (ZIP)

CONTRACTOR'S PHONE #: (209) 932-2100

**NOTE: CONTRACTOR WILL BE REQUIRED TO LIST THEIR LICENSE NUMBER, EXPIRATION DATE, AND APPROPRIATE STATEMENT REGARDING PERJURY AND SIGNED BY INDIVIDUAL AUTHORIZED TO DO SO. FAILURE TO INCLUDE THE ABOVE ITEMS MAY CAUSE SAID CONTRACTOR'S BID TO BE REJECTED.**

DSS Company dba Knife River Construction, Contractor's License # 334653, Class A  
(Company's Name)

Expires 9/30/23, DIR #: 1000000780

This information is true, is provided as per Section 7028.15 of the Business and Professions Code, and is made herein under penalty of perjury.

X [Signature] 9/30/23  
(Bidder's Signature) (Date)

If the proposal is accepted and the undersigned shall fail to contract as aforesaid and fail to file with the City insurance certificates as required by said contract, within fourteen (14) days after the bidder has received notice from the City Engineer or his representative of the City of Turlock that the contract has been awarded to bidder and is ready for signature, the City of Turlock may, at its option, determine that the bidder has abandoned his contract, and thereupon this proposal and the acceptance thereof shall be null and void.

*Also accompanying this proposal is an affidavit of non collusion and questionnaire to general contractors, a statement of proposed sub contractors, if any, the address of mill, shop or office of any sub contractor, and a statement of work to be performed by sub contractors.*

The names and addresses of persons interested in the foregoing proposal as principals are as follows:

**(IMPORTANT NOTICE:** If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a partnership,


state true name of firm, also names of all individual co partners composing firm; if bidder or other interested person is an individual, state first and last name in full.)

Licensed in accordance with an act providing for the registration of Contractors,  
License No. 3341053 Expiration Date 9/30/23.

DATED: AUG 30, 2023

Address: 655 W. Clay Street, Stockton, CA 95206

Phone: (209) 932-2100

X   
Signature of Bidder  
Rod Getty

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officers authorized to sign contracts on behalf of the corporation; if bidder is a co partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co partnership; and, if bidder is an individual, his signature shall be placed above. If a signature is by an agent other than an officer of a corporation or a member of the partnership, a Power of Attorney must be on file with the City Clerk prior to opening or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

**EXHIBIT B**  
**PAYMENT BY FORCE ACCOUNT**

For work paid by force account, the City Engineer compares City's records to Contractor's daily force account work report. When the City Engineer and Contractor agree on the contents of the daily force account work reports, the City Engineer accepts the report and City pays for the work. If the records differ, City pays for the work based only on the information shown on City's records. If a subcontractor performs work at force account, work paid at force account will be accepted at an additional 2 percent (2%) markup to the total cost of that work, including markups, as reimbursement for additional administrative costs. The markups specified in labor, materials, and equipment includes compensation for all delay costs, overhead costs, and profit. If an item's unit price is adjusted for work-character changes, City excludes Contractor's cost of determining the adjustment. Payment for owner-operated labor and equipment is made at the market-priced invoice submitted.

**1. Labor.** Labor payment is full compensation for the cost of labor used in the direct performance of the work plus a fifteen percent (15%) markup, as set forth below, and consistent with California Labor Code section 1770 et seq. Force account labor payment consists of:

1. Employer payment to the worker for:
  - 1.1 Basic hourly wage
  - 1.2 Health and welfare
  - 1.3 Pension
  - 1.4 Vacation
  - 1.5 Training
  - 1.6 Other State and federal recognized fringe benefit payments
  
2. Labor surcharge percentage in *Labor Surcharge and Equipment Rental Rates* current during the work paid at force account for:
  - 2.1 Workers' compensation insurance
  - 2.2 Social security
  - 2.3 Medicare
  - 2.4 Federal unemployment insurance
  - 2.5 State unemployment insurance
  - 2.6 State training taxes
  
3. Subsistence and travel allowances paid to the workers
  
4. Employer payment to supervisors, if authorized

The fifteen percent (15%) markup consists of payment for all overhead costs related to labor but not designated as costs of labor used in the direct performance of the work including:

- (a) Home office overhead
- (b) Field office overhead
- (c) Bond costs
- (d) Profit
- (e) Labor liability insurance
- (f) Other fixed or administrative costs that are not costs of labor used in the direct performance of the work

**2. Materials.** Material payment is full compensation for materials the Contractor furnishes and uses in the work. The City Engineer determines the cost based on the material purchase price, including delivery charges, except:

- 1. A fifteen percent (15%) markup is added;
- 2. Supplier discounts are subtracted whether the Contractor takes them or not;
- 3. If the City Engineer believes the material purchase prices are excessive, City pays the lowest current wholesale price for a similar material quantity;
- 4. If Contractor procured the materials from a source Contractor wholly or partially own, the determined cost is based on the lower of the:
  - 4.1 Price paid by the purchaser for similar materials from that source on Contract items; and
  - 4.2 Current wholesale price for those materials;
- 5. If Contractor does not submit a material cost record within thirty (30) days of billing, the determined cost is based on the lowest wholesale price:
  - 5.1 During that period
  - 5.2 In the quantities used

**3. Equipment Rental.** Equipment rental payment is full compensation for:

- 1. Rental equipment costs, including moving rental equipment to and from the change order work site using its own power.
- 2. Transport equipment costs for rental equipment that cannot be transported economically using its own power. No payment is made during transport for the transported equipment.
- 3. Fifteen percent (15%) percent markup.



If Contractor wants to return the equipment to a location other than its original location, the payment to move the equipment must not exceed the cost of returning the equipment to its original location. If Contractor uses the equipment for work other than work paid by force account, the transportation cost is included in the other work.

Before moving or loading the equipment, Contractor must obtain authorization for the equipment rental's original location.

The City Engineer determines rental costs:

1. Using rates in *Labor Surcharge and Equipment Rental Rates*:
  - 1.1. By classifying equipment using manufacturer's ratings and manufacturer-approved changes.
  - 1.2. Current during the work paid by force account.
  - 1.3. Regardless of equipment ownership but City uses the rental document rates or minimum rental cost terms if:
    - 1.3.1. Rented from equipment business Contractor does not own.
    - 1.3.2. The Labor Surcharge and Equipment Rental Rates hourly rate is \$10.00 per hour or less.
2. Using rates established by the City Engineer for equipment not listed in *Labor Surcharge and Equipment Rental Rates*. Contractor may submit cost information that helps the City Engineer establish the rental rate but City uses the rental document rates or minimum rental cost terms if:
  - 2.1. Rented from equipment business Contractor does not own.
  - 2.2. The City Engineer establishes a rate of \$10.00 per hour or less.
3. Using rates for transport equipment not exceeding the hourly rates charged by established haulers.

Equipment rental rates include the cost of:

- |   |                            |
|---|----------------------------|
| 1. Fuel                                     | 7. Repairs and maintenance |
| 2. Oil                                      | 8. Depreciation            |
| 3. Lubrication                              | 9. Storage                 |
| 4. Supplies                                 | 10. Insurance              |
| 5. Small tools that are not consumed by use | 11. Incidentals            |
| 6. Necessary attachments                    |                            |

City pays for small tools consumed by use. The City Engineer determines payment for small tools consumed by use based on Contractor-submitted invoices.

The City Engineer may authorize rates in excess of those in the *Labor Surcharge and Equipment Rental Rates* if:

1. Contractor submits a request to use rented equipment
2. Equipment is not available from Contractor's normal sources or from one of Contractor's subcontractors
3. Rented equipment is from an independent rental company
4. Proposed equipment rental rate is reasonable
5. The City Engineer authorizes the equipment source and the rental rate before Contractor uses the equipment

**4. Equipment on the Job Site.** For equipment on the job site at the time required to perform work paid by force account, the time paid is the time:

1. To move the equipment to the location of work paid by force account plus an equal amount of time to move the equipment to another location on the job site when the work paid by force account is completed
2. To load and unload equipment
3. Equipment is operated to perform work paid by force account and:
  - 3.1. Hourly rates are paid in 1/2-hour increments
  - 3.2. Daily rates are paid in 1/2-day increments

**5. Equipment Not on the Job Site Required for Original-Contract Work.** For equipment not on the job site at the time required to perform work paid by force account and required for original-Contract work, the time paid is the time the equipment is operated to perform work paid by force account and the time to move the equipment to a location on the job site when the work paid by force account is completed.

The minimum total time paid is:

1. 1 day if daily rates are paid
2. 8 hours if hourly rates are paid

If daily rates are recorded, equipment:

1. Idled is paid as 1/2 day
2. Operated four (4) hours or less is paid as 1/2 day
3. Operated four (4) hours or more is paid as one (1) day

If the minimum total time exceeds eight (8) hours and if hourly rates are listed, City rounds up hours operated to the nearest 1/2-hour increment and pays based on the hours shown in the following table. The table does not apply when equipment is not operated due to breakdowns, in which case rental hours are the hours the equipment was operated.

**Equipment Rental Hours**

Hours operated	Hours paid
0.0	4.00
0.5	4.25
1.0	4.50
1.5	4.75
2.0	5.00
2.5	5.25
3.0	5.50
3.5	5.75
4.0	6.00
4.5	6.25
5.0	6.50
5.5	6.75
6.0	7.00
6.5	7.25
7.0	7.5
7.5	7.75
≥8.0	hours used

**6. Equipment Not on the Job Site Not Required for Original-Contract Work.** For equipment not on the job site at the time required to perform work paid by force account and not required for original-Contract work, the time paid is the time:

1. To move the equipment to the location of work paid by force account plus an equal amount of time to return the equipment to its source when the work paid by force account is completed
2. To load and unload equipment
3. Equipment is operated to perform work paid by force account

**7. Non-Owner-Operated Dump Truck Rental.** Contractor shall submit the rental rate for non-owner-operated dump truck rental to City. The City Engineer shall determine the payment rate. Payment for non-owner-operated dump truck rental is for the cost of renting a dump truck, including its driver. For the purpose of markup payment only, the non-owner-operated dump truck is rental equipment and the owner is a subcontractor.

The above markups shall constitute full compensation for all home office overhead, field office overhead, bond costs, profit, labor liability insurance, and other fixed or administrative costs that are not costs specifically designated as cost or equipment rental as stated above. The total payment

made as provided above shall be deemed to be the actual cost of the work and shall constitute full compensation therefor.

When extra work to be paid for on a force account basis is performed by a subcontractor, an additional markup of 2 percent (2%) will be added to the total cost of that extra work including all markups specified in this Section. The additional 2 percent (2%) markup shall reimburse Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

**WORKERS' COMPENSATION INSURANCE CERTIFICATION**

Pursuant to Section 18(b) of the Agreement, Contractor certifies as follows:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
(Typed or Printed Name)

Business Address (Street Address, City, State & Zip Code):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Business Phone: (    ) \_\_\_\_\_

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock**, State of California, has awarded to \_\_\_\_\_, hereinafter designated as the “Principal,” a contract for **City Project No. 18-67, “Water Main and Sewer Replacement 2023 ”**; and,

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW, THEREFORE, we the Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the City of Turlock in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_), lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, or Principal’s heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said contract and any alteration thereof made as therein provided, on the Principal’s part, to be kept and performed at the time and in the manner therein specified and in all respects according to their true intent and meaning; and shall defend, indemnify and save harmless the City of Turlock, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the Surety, for value received hereby stipulates and agrees that, in accordance with the Plans, Standard Specifications, Special Provisions, and other contract documents, no change, extension of time, alteration, or addition to the terms of the contract, or to the work to be performed hereunder, or to the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration of additions to the terms of the Contract to the work, or to the specifications.

The City of Turlock reserves the right to refuse use of any Contractor assigned by any surety to complete the work.

*[Signatures on Following Page]*

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

**Principal** \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

(Attach Notarial Acknowledgment)

(Corporate Seal)

**Surety** \_\_\_\_\_

Address \_\_\_\_\_

Phone No.: ( ) \_\_\_\_\_ Fax No.: ( ) \_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

Attorneys-in-Fact

Title \_\_\_\_\_

(Attach Notarial Acknowledgment)

**NOTE TO SURETY COMPANY: There must be submitted a certified copy of unrevoked resolution of authority for the attorneys-in-fact.**

(Seal)

**Witness** \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Risk Manager

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock**, a municipal corporation, has awarded to \_\_\_\_\_, hereinafter designated as the “Principal”, a contract for **City Project No. 18-67, “Water Main and Sewer Replacement 2023 ”**; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure payment of claims of laborers, mechanics, or materialmen employed on work under said contract, as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are held and firmly bound unto the City of Turlock in the sum of \_\_\_\_\_ (\$\_\_\_\_\_), said sum being equal to the estimated amount payable by said City of Turlock under the terms of the contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if said Principal, or Principal’s heirs, executors, administrators, successors, or assigns, or subcontractors shall fail to pay for any material, provisions, provender, or other supplies, implements, or machinery used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from these wages of employees of the Contractor and Contractor’s subcontractors pursuant to the Revenue and Taxation Code, with respect to such work and labor, the Surety or Sureties hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, said Surety will pay a reasonable attorney’s fee to be fixed by the court.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 3138 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

Said Surety, for value received, hereby stipulates and agrees that, in accordance with the Plans, Standard Specifications, Special Provisions, and other Contract Documents, no change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed there under, or to the specifications accompanying the same, shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the specifications.

*[Signatures on Following Page]*



IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal) **Principal** \_\_\_\_\_  
By \_\_\_\_\_  
Title \_\_\_\_\_

(Attach Notarial Acknowledgment)

(Corporate Seal) **Surety** \_\_\_\_\_  
Address \_\_\_\_\_  
Phone No.: ( ) \_\_\_\_\_ Fax No.: ( ) \_\_\_\_\_  
\_\_\_\_\_  
By \_\_\_\_\_  
Attorneys-in-Fact  
Title \_\_\_\_\_

(Attach Notarial Acknowledgment)

**NOTE TO SURETY COMPANY: There must be submitted a certified copy of unrevoked resolution of authority for the attorneys-in-fact.**

(Seal) **Witness** \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Risk Manager



# ECONOMIC DEVELOPMENT

**JULY & AUGUST  
2023 REPORT**

# JULY & AUGUST 2023 BUSINESS RETENTION & EXPANSION EFFORTS

During the month of July & August 2023, business retention and expansion activities consisted of meeting with local businesses and attending community events throughout Turlock. Many businesses had not met with City economic development representatives or City contacts in the past, and appreciated having a new connection with Turlock City Hall.

Upon meeting with local businesses and organizations, the most common needs identified were recruiting resources, business resource workshops, and inquiries on how to find grant opportunities for their businesses.

## TYPES OF BUSINESSES MET WITH IN JANUARY

- Business Development
- Business Services
- Commercial Development
- Community Development
- Construction
- Education
- Event Center
- Family Entertainment
- Legal Services
- Medical
- Restaurants
- Retail
- Workforce Development

37

Businesses met with in July & August 2023

13

Meetings on Calendar for September 2023

## COMMON NEEDS

- Recruiting Resources
- Business Workshops
- Grants



# TURLOCK BUSINESSES IN THE NEWS

## July 2023

Throughout the month of July 2023, the City experienced economic highs in visitors and business activity. The month started out strong with the downtown 4th of July parade, then in mid-July the annual Stanislaus County Fair brought in 240,517 visitors to Turlock within a 10 day period. Also, highlighted in the news was the grand opening of Nothing Bundt Cakes.



August 2 · 🌐  
Pro athlete opens meal prep restaurant in heart of Turlock



August 11 at 10:08 PM · 🌐  
The Barber Club Turlock gave 80 local children free back-to-school haircuts and school supplies.



## August 2023

The momentum of July continued to carry over to August as the City had grand openings of I heart mac and cheese, Fit Kitchen, and the announcement that Krepe Dog was returning to Turlock.

With school getting ready to start back up, The Barber Club gave free hair cuts for 80 local children preparing to start the school year. The most exciting news announced in August was the re-opening of Latif's!

To continue to learn about more Turlock businesses in the news, be sure to follow the City of Turlock Instagram pages, Facebook pages, as well as the Turlock Journal.

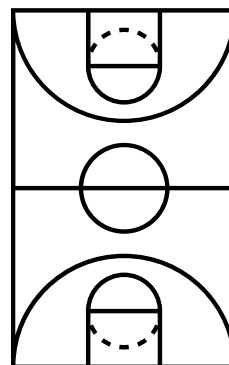
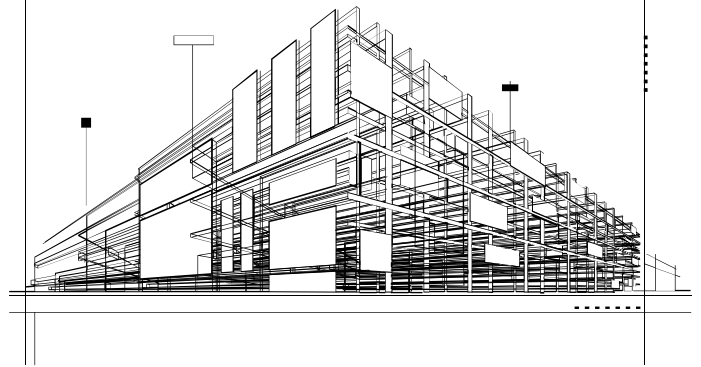
# ATTRACTION EFFORTS



## TURLOCK *Sports Center*

### Industries Pursuing:

- Semiconductor Manufacturing
- Family Entertainment
- Trending Franchises
- Trending Restaurants
- Trending Retailers
- Technology Firms
- Workforce Development Organizations



# WORKFORCE DEVELOPMENT TALENT DEVELOPMENT OPPORTUNITIES

## Workshop209

Workshop209 is an exciting new workforce development/talent development project coming to Stanislaus County. This new space, Workshop 209, aims to empower Stanislaus County youth and adult learners to build fulfilling careers and become leaders in industry and entrepreneurship by providing access to inclusive, hands-on, skills based learning opportunities.

Your input is important and can help determine the location of this new project!

Please fill out the survey link:

<https://docs.google.com/.../1FAIpQLScFPY2ZloDzuO.../viewform>

For more information on Workshop209, visit the link below:

<https://workshop209.my.canva.site/>



### What we plan to offer

<b>YOUTH CLASSES</b> Providing members with on- Business, Technology, Entrepreneur, Arts, and Math with live classes for kids and young adults.	<b>ADULT CLASSES</b> Provide members the resources to gain critical business skills and complete their career project requirements.	<b>MEMBERSHIPS</b> A membership program in our shop workshop and educational areas that will enhance the lives of our members and the surrounding community.	<b>STORAGE</b> Provide members storage for their shop tools, or workshop office tools, workshop tools, equipment, and materials for members and support businesses success.

- Providing fully equipped shop facilities, instructors and instruction to members and students.
- Partnering with local education providers, from middle schools to universities, to fill the gap created by the budget cuts and closing of technical departments. This provides students the resources to gain critical hands-on skills and complete education project requirements.
- Providing extensive hands-on Science, Technology, Engineering, Arts, and Math (STEAM) classes for kids and young adults in multiple disciplines including wood shop, metal shop, welding, electronics, CAD, 3D printing, hand tools, laser etching, vacuum forming and more.
- Providing specific work-based learning opportunities and internships to meet the needs of local industry in agriculture, logistics/ transportation, health care, and manufacturing.
- Providing co-working space, prototyping equipment, a supportive community with extensive technical and entrepreneur business startup knowledge.



**BAY VALLEY TECH**

## \$25/Hour Paid Tech Internships

Web Design - Software Development  
Digital Marketing - Tech Sales - IT Help Desk

Accelerate Your Tech Career!

- Flexible part-time program
- Supportive community & mentors
- Project-based instruction, online lessons, daily discussion groups and weekly in-person classes

**Apply Online!**  
[Q bayvalleytech.com](http://bayvalleytech.com)

Gold Award for Best Technical School 2021 Magazine

Free Code Academy  
 Free Digital Skills Bootcamp

**Program Sponsors**  
 Bank of Stockton - Raymus Foundation  
 OtterSoft - Oak Valley Community Bank  
 World Financial Group - Turlock Adult School

**Bay Valley Tech Alumni Work at:**  
 Apple - Tesla - Walmart.com  
 E&J Gallo - Tyler Technologies  
 Turlock Schools

Snap a photo Share this opportunity with friends & family!

## Bay Valley Tech \$25/Hour Paid Tech Internships

Bay Valley Tech has now expanded services to Turlock residents offering Free Code Academy, Free Digital Skills Bootcamp, and \$25/hour paid tech internships. Apply here: [bayvalleytech.com](http://bayvalleytech.com)

# JULY & AUGUST 2023 BUSINESS WORKSHOPS




## Micro-Business Development Hub

Micro-Business Development Hub's mission is to create a community of support and resources for micro business start-up entrepreneurs with less than five employees. Each session is designed to learn from experts, share their entrepreneurship experiences with each other, and participate in a curriculum that will help them develop a strong foundation for their business.

**2023 COHORT SESSIONS**  
SALVATION ARMY  
893 LANDER AVE, TURLOCK 95380

<p><b>THURSDAY, JAN. 26 (6-8PM)</b> COHORT INTRODUCTION &amp; BUSINESS PLAN</p>	<p><b>THURSDAY, FEB. 23 (6-8PM)</b> BUSINESS STRATEGY AND PERMITTING</p>
<p><b>THURSDAY, MAR. 23 (6-8PM)</b> MARKETING &amp; BUSINESS COMMUNICATION</p>	<p><b>THURSDAY, APR. 27 (6-8PM)</b> QUICKBOOKS</p>
<p><b>THURSDAY, MAY 26 (6-8PM)</b> FINANCIAL PLANNING &amp; BUSINESS FUNDING</p>	<p><b>THURSDAY, JUNE 22 (6-8PM)</b> FINANCIAL PROJECTIONS &amp; COMPLETION PRESENTATION</p>

In partnership with:





To Register Contact:  
Monica Vergara [mvergara@stanep.org](mailto:mvergara@stanep.org)  
209-225-9591

The 2023 Micro Business Development Hub Cohort concluded in August 2023, as 4 of the 15 participants competed in a “shark tank” style pitch contest at Carnegie Arts Center in Turlock, CA.

Participants included:

- Veats
- Central Valley Snowie
- Chef Mason Catering
- Crush It Lemonade

Businesses completed a 6 month micro business cohort and qualified to participate in Stanislaus Equity Partner’s 2nd Annual Micro Business Pitch Competition. The 2nd Annual Micro Business Development Hub Cohort was sponsored by Stanislaus Equity Partners, City of Turlock, Valley Sierra SBDC, Access Plus Capital, and the Stanislaus Latino Chamber of Commerce.

Congratulations to Chef Mason Catering for winning the 2023 pitch contest competition!

# UPCOMING 2023 BUSINESS WORKSHOPS



Be on the look out for the following upcoming business workshops and events:

## **Stanislaus County Workforce Development Core Business Services**

Date: 9/28/2023 from 10 a.m. - 11:30 a.m.

Location: Turlock City Hall (Yosemite Room)

\*sponsored by Stanislaus County Workforce Development and the City of Turlock

## **Marketing and Branding Your Business**

Date: 10/5/2023 from 2 p.m. - 3:30 p.m.

Location: Turlock City Hall (Yosemite Room)

\*sponsored by the Valley Sierra SBDC and the City of Turlock

## **City of Turlock Annual Job Fair**

Date: 11/9/2023 from 10 a.m. - 2 p.m.

Location: New Life Christian Center

\*sponsored by the City of Turlock, EDD, and the Turlock Chamber of Commerce



**THURSDAY  
NOVEMBER 9, 2023**

 **10 A.M. - 2 P.M.**

 **New Life Christian Center  
2918 W. Tuolumne Rd., Turlock, CA**

**LET US HELP YOU FIND A CAREER**

**40+ Employers**

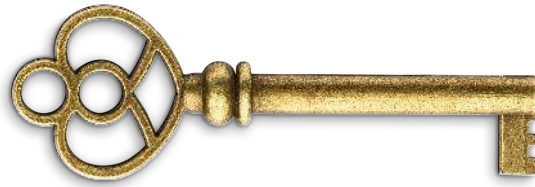
- Dress for success and bring your resume
- Meet and interview with employers
- Discover job opportunities
- Resume critique
- Training and career information
- And more!


The EDD, an equal opportunity employer program, is a partner in this event. Auxiliary aids and services are available upon request to individuals with disabilities. Requests for services, aids, and/or alternate formats need to be made prior to the event by calling 1-209-576-6118. TTY users, please call the California Relay Service at 711. This employer seminar is provided for education and information purposes only; it does not constitute an endorsement of the curriculum or speakers by the State of California EDD or by the FAC. Aside from staff designated to represent the EDD, we assume no responsibility for the accuracy, legality, or content of the materials provided during this event.






# JULY & AUGUST 2023 COMMUNITY EVENTS



**Turlock Associated Police Officers** 

Presents

 **An Evening With George Piro**  
A top decorated retired FBI Agent from Turlock

Key to the City Presented by City of Turlock  
Mayor Amy Bublak

---

**WEDNESDAY, JULY 5, 2023**  
5:30 pm Reception - 6:00 pm Dinner  
Assyrian American Civic Club  
2618 N. Golden State Blvd - Turlock - CA

---

\$90 Per Person	Tickets can be purchased at:
\$1,000 Gold Sponsorship (reserved table of 8 with signage)	City of Turlock 156 S. Broadway, Ste 230 (cash/check/Venmo) 209-668-5540
\$500 Silver Sponsorship (reserved table of 8 with signage)	

**Proceeds to benefit Turlock Widows & Orphans Fund**

Sponsored by: Matt Swanson, Associated Food & Supply Co. - Jim Vieira, P&F Metals  
TAPO Turlock Associated Police Officers - Harvest Church



On the evening of July 5th, 2023, Mayor Bublak presented Turlock's very own, George Piro, with a Key to the City. Mr. George Piro served in law enforcement locally, then went on to achieve great recognition within the FBI, most notably spending 7 months overseas on the interrogation of Saddam Hussein.

# JULY & AUGUST 2023 COMMUNITY EVENTS



## NATIONAL NIGHT OUT

The City of Turlock invites the community to participate in National Night Out! Join the City and its partners for a fun night of food, games and activities.

**TUESDAY**  
AUGUST 1ST, 2023

**UPDATE**  
5:30PM - 8:30PM

**COLUMBIA PARK**  
595 HIGH STREET, TURLOCK CA 95380

**#NNO2023**

## National Night Out 8/1/2023

The annual National Night Out event took place on Tuesday, August 1st, 2023 at Columbia Park. The event was well attended and was a memorable evening interacting with the community.



## Coffee with the CM

Please join City of Turlock City Manager, Reagan Wilson, for coffee and a conversation

**THURSDAY,**  
7/27/2023  
9-10 AM

**La Mo Cafe**  
310 E. Main Street #B,  
Turlock, CA 95380

## Coffee with the CM

"Coffee and Conversations" is a great opportunity to meet and get to know Turlock City Manager, Reagan Wilson.

Be on the lookout for a date and location each month, as the "Coffee and a Conversation" series will continue monthly throughout 2023.

We strongly encourage all citizens to engage and participate in this community event series.

# COMMUNICATION UPDATES



city.of.turlock

Edit profile

462 posts

1,694 followers

City of Turlock, USA  
Government organization  
www.cityofturlock.org



# Instagram

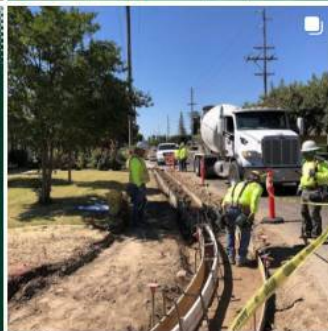
Follow us!

**Reminder:**  
TURLOCK CITY COUNCIL MEETING  
TUESDAY, AUGUST 22ND, 6:00 P.M.

**LOCATION:**  
156 S. Broadway, Turlock, CA, 95380

City Council Meeting Agenda can be viewed here:  
<https://www.cityofturlock.org/government/turlockcitycouncil/councilmeetings.aspx#2>

City Council Meetings can be viewed live on our Turlock City Hall YouTube Channel:  
<https://www.youtube.com/channel/UCmL47rM60m8fz2LCA>



**STEP'S MICRO BUSINESS DEVELOPMENT HUB 2023 COHORT PITCH COMPETITION!**

THANK YOU TO OUR SPONSORS:  
ACCESS - CAPITAL | Turlock

THURSDAY, AUGUST 24TH, 2023

ASBP

*Latif's by Pedretti*

**NOW Open**

TRY *Latif's* HOME MADE PIES

*We bake them to take home also!*

FOLLOW ON SOCIAL MEDIA

**Reminder:**  
TURLOCK CITY COUNCIL MEETING  
TUESDAY, AUGUST 22ND, 6:00 P.M.

**LOCATION:**  
156 S. Broadway, Turlock, CA, 95380

City Council Meeting Agenda can be viewed here:  
<https://www.cityofturlock.org/government/turlockcitycouncil/councilmeetings.aspx#2>

City Council Meetings can be viewed live on our Turlock City Hall YouTube Channel:  
<https://www.youtube.com/channel/UCmL47rM60m8fz2LCA>

**Would support caring for your loved one be helpful?**

**Let your community be there for you!**

With grant funding from Legacy Health's Center for Family Care, and the Turlock and Stanislaus County's Family Care Program, Centered Care (CC) provides in-home care services to eligible residents. These services include: Personal care, Medication management, Transportation, Meal preparation, and more. The program is designed to help those who are unable to care for themselves at home. If you are interested in learning more about this program, please contact us at (209) 938-2222. We are here to help!

**CALL US TO LEARN MORE:**  
TOLL FREE (855) 387-4340  
M-F 8am - 5pm PST

**Care Assistance Includes:**

- In-home care services (personal care)
- One-to-one care for those who need it
- Medication management services
- Transportation to medical appointments
- Meal preparation services
- Personal care services (bathing, dressing, grooming)
- Companionship and social activities
- Additional services based on individual needs

Person-Centered Care is available only to residents of Stanislaus and Turlock counties who are eligible for Medi-Cal services. For a full description of services, visit [www.CenteredCare.org](http://www.CenteredCare.org).

**CLINICS**  
Walk-in local primary care, acute care, well-child visits & physicals.  
Mental health services and vaccinations are available by appointment only.

<b>AUGUST 8</b>	8:30AM TO 3:00PM Turlock Family Practice 432 S Broadway, Turlock, CA 95380	CLOSED FOR LUNCH 12pm-1pm
<b>AUGUST 16</b>	8:30AM TO 6:00PM North Turlock Clinic South Franklin Building - Room 107 1679 North 96th Ave, Turlock, CA 95380	CLOSED FOR LUNCH 12pm-1pm
<b>AUGUST 22</b>	8:30AM TO 3:00PM International Rescue Center 4440 N Golden State, Suite A, Turlock, CA 95382	CLOSED FOR LUNCH 12pm-1pm
<b>AUGUST 29</b>	8:30AM TO 3:00PM Mehel Semantics Foundation 220 S Broadway, Turlock, CA 95382	CLOSED FOR LUNCH 12pm-1pm

Innovate - Incubate - Educate - Collaborate

## WORKSHOP 209

What we plan to offer

**WORKSHOP 209**



# COMMUNICATION UPDATES



City of Turlock Economic Development

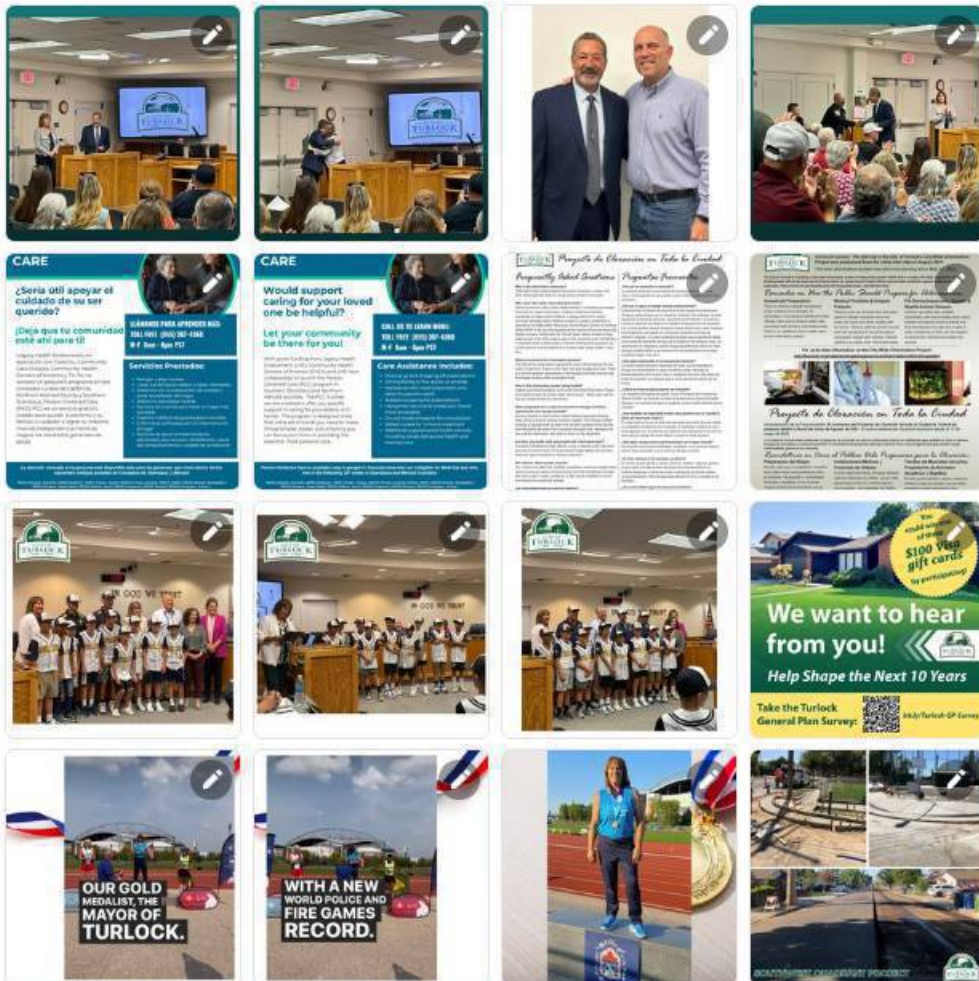


Follow us!

facebook



City of Turlock City Hall





# COMMUNICATION UPDATES

# LinkedIn

# 4,047 FOLLOWERS

City of Turlock  
4,047 followers  
1mo • Edited •

Congratulations City of Turlock Mayor Amy Bublak for bringing home the Gold!

"Turlock Mayor Amy Bublak dusted off her throwing skills after almost 30 years in 2022 and showed that she still has what it takes to finish first when she took home gold medals in both the javelin and shot-put events at the U.S. Police & Fire Championships. She repeated that same winning performance this year — and now has her sights set on an international title." – Turlock Journal

Read the full article here:  
<https://lnkd.in/gx5fxKcG>



Tiffini Dhanota and 67 others

2 comments • 3 reposts

City of Turlock  
4,047 followers  
1mo •

"Coffee and Conversations" is a great opportunity to meet and get to know Turlock City Manager, Reagan Wilson.

...see more



City of Turlock  
4,047 followers  
1mo •

Welcome to the Show!

Turlock's own, Tyler Soderstrom is set to make his MLB debut tonight with ...see more

TURLOCK JOURNAL

Tyler Soderstrom called up to Oakland



Tyler Soderstrom (AP Photo/Matt York)

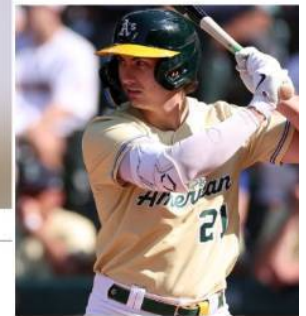
Christopher Correa  
Turlock Journal  
Updated: Jul 12, 2023, 5:04 PM  
Published: Jul 12, 2023, 4:19 PM

You and 76 others

2 comments • 2 reposts

A's calling up top prospect Tyler Soderstrom and Zack Gelof

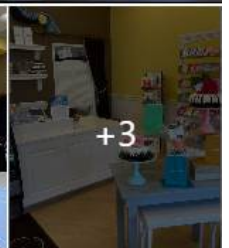
A's fans to enjoy in an otherwise miserable season



City of Turlock  
4,047 followers  
1mo •

Nothing Bundt Cakes is officially open in Turlock!

Located at 2920 Geer Road, be sure to stop by and enjoy your favorite flavor ...see more



You and 318 others

10 comments • 4 reposts

# COMMUNICATION UPDATES



## City Council Meetings

**WHEN:**

The Turlock City Council meets the second and fourth Tuesday of each month at 6:00 p.m.

**LOCATION:**

156 S. Broadway, Turlock, CA, 95380

*City Council Meeting Agendas can be viewed here:*

<https://www.cityofturlock.org/government/turlockcitycouncil/councilmeetings.asp#2>

*City Council Meetings can be viewed live on our Turlock City Hall YouTube Channel:*

<https://www.youtube.com/channel/UCctmLzJYoM50m5IEp52k-CA>

## City Council Meetings

As a reminder, City Council meets the second and fourth Tuesday of each month at 6:00 p.m.



## City of Turlock Planning Commission Meetings

**WHEN:**

The Turlock Planning Commission holds regular scheduled meetings on the first Thursday of each month at 6:00 p.m.

**LOCATION:**

156 S. Broadway, Turlock, CA, 95380

*Turlock Planning Commission Meeting Agendas can be viewed here:*

<https://www.cityofturlock.org/government/commissionscommittees/planningcommission/planningcommissionmeetings.asp>

## Turlock Planning Commission Meetings

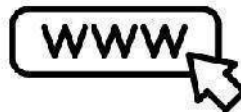
The Turlock Planning Commission holds regular scheduled meetings on the first Thursday of each month at 6:00 p.m.



## COMMUNICATIONS UPDATE

### Did you know?

You can stay up to date on City of Turlock announcements and information by visiting the following website and social media pages.



<https://www.cityofturlock.org/>

## facebook

<https://www.facebook.com/CityofTurlockCityHall>

<https://www.facebook.com/CityofTurlockEconomicDevelopment>

## Instagram

<https://www.instagram.com/city.of.turlock>

## LinkedIn

<https://www.linkedin.com/company/city-of-turlock/>

**To stay up to date on FREE business workshops,  
resources, and events visit:**

[www.cityofturlock.org/businessresources](http://www.cityofturlock.org/businessresources)





*We are Hiring!*



## Full-Time Career Opportunities

JOB TITLE	SALARY	DEADLINE
Chief Building Official	\$9,820.00 - \$11,937.00 Monthly	9/08/23 5:00 PM
Emergency Services Dispatcher Trainee	\$4,864.00 - \$5,912.00 Monthly	Continuous
Housing Program Manager 	\$9,820.00 - \$11,937.00 Monthly	9/28/23 5:00 PM
Plans Examiner, Senior	\$7,734.00 - \$9,401.00 Monthly	9/07/23 5:00 PM
Police Officer I/II 	\$5,782.00 - \$8,134.00 Monthly	Continuous
Senior Civil Engineer 	\$9,401.00 - \$11,427.00 Monthly	9/13/23 5:00 PM
Senior Planner 	\$7,256.00 - \$8,820.00 Monthly	Continuous
Water Treatment Plant Operator, Senior 	\$6,808.00 - \$8,276.00 Monthly	Continuous

## Part-Time Career Opportunities

JOB TITLE	SALARY	DEADLINE
Part-Time Clerical	\$15.50 - \$18.00 Hourly	Continuous

For more information, visit [www.cityofturlock.org](http://www.cityofturlock.org)



## Full-Time New Hires



**Community Services Officer**

*Police Department*

**Animal Control Officer**

*Police Department*

**Account Clerk, Senior**

*Finance Department*



**Maintenance Worker I**

*Public Works Department*

**Maintenance Worker I**

*Public Works Department*

**Accounts Payable Clerk**

*Finance Department*

# Welcome to our Turlock team!

*Part-Time New Hire*



**Part-Time Grant Writer**  
*City Manager's Office*

**Welcome to our Turlock team!**



## Upcoming Events



**UC Merced Career &  
Internship Fair  
September 28, 2023**



CALIFORNIA STATE UNIVERSITY  
**Stanislaus**

**Stanislaus State Career Fair  
October 4, 2023**

## Employee Bus Tour



Our employees are excited to meet with City staff and learn more about our City departments!



## THE CITY OF TURLOCK IS SEEKING INTERNS/VOLUNTEERS TO JOIN OUR **M.V.P** **PROGRAM**

Our Municipal Volunteer Partnership (M.V.P) program is designed to give students, adults, and seniors insight into employment opportunities and to enhance their educational and career goals.

### INTERNS/VOLUNTEERS POSSIBILITIES IN THE FOLLOWING DEPARTMENTS:

- City Attorney
- City Manager
- Human Relations
- Finance
- Public Works
- Municipal Services
- Development Services
- Economic Development
- Risk Management
- Police Administration
- Fire Administration

The City of Turlock's M.V.P program is more than just a volunteer/intern opportunity. It is a stepping stone toward the chance to work, explore and grow within the City of Turlock!

### HOW TO APPLY?

Email the City of Turlock's Human Relations Department for an application and submit a copy of your resume and list of references.

Telephone: (209) 668-5150

Fax: (209) 668-5529

E-mail: [HR@turlock.ca.us](mailto:HR@turlock.ca.us)

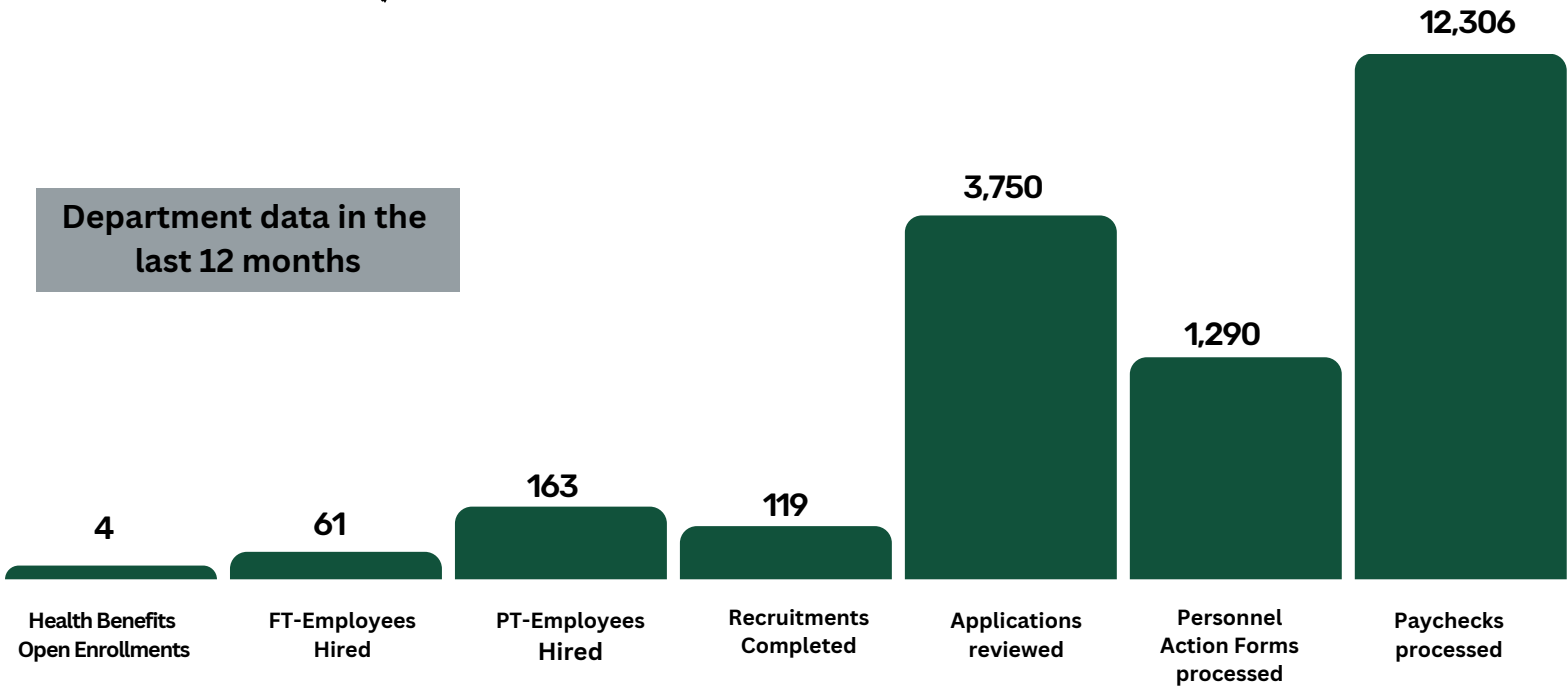




## Projects List

Name of Project	Start Date	Completion Date	Current Status of Project
Performance on Purpose	Jan 2022	December 2023	HR actively spearheading this program
Bi Weekly Payroll	Feb 2023	October 2023	Testing
Compensation and Classification Study	May 2023	January 2024	Preliminary data collection of Compensation in late August; begin Classification Study in late September
Personnel Systems Rules and Regulations		December 2023	Engaging in Meet & Confer process with all labor groups
City-wide Training AB1825	Feb 2023	Ongoing	
City-wide Training Incident Command Systems Training	Sept 2023	Ongoing	Planning
Labor Negotiations	2023-2024		Planning
HR Training Academy for Supervisors and Managers	March 2024	Ongoing	Planning
Onboarding and Offboarding	June 2022	2024	Planning/Testing
Prioritize HR policies for review and revisions	January 2024	Ongoing	Planning

## Department Successes



Implementation of a Citywide Bus Tour to educate new and current employees how the City operates as an organization



Human Relations is fully staffed as of March 16, 2023

# ***City Council Staff Update***

## ***September 12th, 2023***



---

To: Mayor and Councilmembers

From: Nick Showalter, IT Director

Prepared by: Nick Showalter, IT Director

Subject: Website, Power User Group, SRWA, Upgrades, and Staffing

---

For the month of August 2023, the Information Technology (IT) Division has the following to report:

### **City Website Upgrade**

Information Technology (IT) staff presented the objectives, scope of services, and functional requirements for upgrading the City's website to the City's technology committee which includes staff representatives from each department. Staff reviewed the draft document and provided feedback and input. New and necessary information was added to the document which was then shared with the City's Executive Team for feedback and input. The draft document's information has been updated and will be prepared for the formal bid process.

### **Technology Committee Meeting – Power User Group**

IT Staff hosted a Technology Committee Meeting with staff from each department attending. The "Power User Group" reviewed topics on phone administration, testing the phone system functionality, Geographic Information System (GIS) updates and training, and the scope of services and requirements needed to update the City's website.

### **Stanislaus Regional Water Authority (SRWA) Operational Technology Testing**

IT Staff attended a 4-day review of the Operational Technology systems at SRWA that was presented by the contractor, Jacobs. IT staff joined SRWA staff and were able to learn about the network, security, and technology systems that are being installed at SRWA for water treatment plant operations. Jacobs not only reviewed the systems but also performed a multitude of tests to test the resiliency of the systems.



### **Hardware and Software License Renewals and Upgrades**

IT staff worked with server infrastructure vendors to identify and review server equipment that will upgrade the current compute and storage environment. Information was gathered and prepared for procurement and City Council approval. IT staff also worked with the City's current Document Management service provider to review an agreement renewal and specific areas to expand document management services. This information was also prepared for procurement and approval.

### **Council Chamber Audio/Video Hardware Issue**

Due to a hardware issue on a critical piece of equipment, IT staff are currently working with external support providers to resolve the video display issue in the Council Chambers at City Hall.

### **Staffing**

The IT department is currently in the process of filling the Information Technology (IT) Technician position.

# Information Technology Department

## Current Project List



Name of Project	Assigned To	Project Start Date	Anticipated Completion Date	Current Status of Project
Hosted Website Formal Bid Process	IT Staff	September 2023	November 2023	Website services and webpage inventory completed. Scope of services developed.
Website Migration to Hosted Service	IT and Department Staff	November 2023	November 2024 (or sooner)	Preparing documentation for the formal bid process.
Payment Processing Service Upgrade	IT Staff, Finance Staff, and System Vendor	September 2023	June 2024	Awaiting vendor review and project initiation.
Server Infrastructure Upgrade	IT Staff and reDesign group	August 2023	November 2023	Approved by City Council 8/1/2023 Item 5. G. Awaiting the arrival of hardware. Will need to schedule installation.
Upgrading Connections to Fire Stations	IT Staff and Consulting Services	June 2023	January 2024	Consulting with Public Safety staff.
Establishing Connections to Well sites	IT Staff and Consulting Services	Pending	Pending	Pending consultation with Municipal Services staff
Establishing Connections to Parks	IT Staff and Consulting Services	August 2023	January 2024	Consulting with Recreation staff
Microsoft 365 Migration	IT Staff and Consulting Services	September 2023	February 2024	Scheduling project initiation with Consulting Services
CAD System Upgrade	IT Analyst, Senior	Pending	TBD	Scheduling upgrade date with Public Safety and Vendor
Document Management System Implementation Support	IT Staff	September 2023	TBD	Pending approval of City Council 9/12/2023 Item 5. E.
Geographic Information System (GIS) Enterprise Upgrade	IT Staff	July 2023	October 2023	Working to implement <i>Test</i> environment prior to upgrade. Working with the system vendor and contract services to schedule the upgrade.
Aerial Imagery Formal Bid Process	IT Staff	August 2023	October 2023	Drafting scope of services and requirements.
Evaluate Password Management Solution	IT Staff	June 2023	January 2024	Identifying services and solutions
Wireless Network Hardware Upgrade	IT Staff	Pending	Pending	Wireless network needs to be updated to meet the latest generation of Wi-Fi.
Upgrade Secondary Backup Solution	IT Staff	Pending	Pending	Project in the discovery phase of identifying needs and requirements for upgrade.

Phone Tree Redesign	IT Staff	October 2023	December 2023	Pending project initiation.
---------------------	----------	--------------	---------------	-----------------------------

# Municipal Services Department Monthly Report

## September 12, 2023



### WATER QUALITY CONTROL DIVISION

#### SAFETY

Monthly Safety Trainings			
Week	OSHA Safety Topic	Training Video	Craig Safety Handout
28	First Aid Preparedness and Insect Bites & Stings	<a href="https://www.youtube.com/watch?v=pa6sVfed1A0">https://www.youtube.com/watch?v=pa6sVfed1A0</a> <a href="https://www.youtube.com/watch?v=9ZyzKkFrhx8">https://www.youtube.com/watch?v=9ZyzKkFrhx8</a>	First Aid Preparedness 05292023 and Insect Bites & Stings
29	Reporting & Investigating Accidents	<a href="https://www.youtube.com/watch?v=VIWSd76nUIQ">https://www.youtube.com/watch?v=VIWSd76nUIQ</a>	Reporting & Investigating an Accident and Why Report Accidents & Incidents
30	Heat Stress	<a href="https://www.youtube.com/watch?v=D5dGCuRdtSs">https://www.youtube.com/watch?v=D5dGCuRdtSs</a>	Heat Stress
31	Hearing Protection	<a href="https://www.youtube.com/watch?v=GrC5-s4CI64">https://www.youtube.com/watch?v=GrC5-s4CI64</a>	Hearing Protection

July Safety Inspection to be completed by: Electrical/Mechanical  
Employee assigned to the inspection: \_\_

#### DIVISION UPDATES

##### LABORATORY

###### Highlights

- WIMS/Rio – Staff continue to update variables and build reports on WIMS, the information management software, as well as Rio, the data collection software that interfaces with WIMS. All field data collected by Operations staff is going directly into the Rio mobile app without requiring transfer from pen and paper. The majority of the lab data generated by Laboratory staff is also being input into WIMS. ECI staff are in the process of creating Rio spreadsheets in order to begin utilizing the software for tracking industrial data, and will begin using WIMS once the Pretreatment facility is fully set up in WIMS. Utilities staff have joined Rio as field testing requirements have come more to the forefront. The goal of using Rio for all divisions is to streamline the data collection and reporting process while enhancing traceability.

- Healthy Central Valley Together SARS-CoV-2 (COVID) wastewater testing – COVID wastewater surveillance testing continues (see attachments for local results from the past 6 weeks and a more wide-scale national graph). Sample analysis and surveillance is conducted by the WastewaterSCAN program. Samples are collected 3 times a week and taken by courier to Verily lab for analysis. Samples are also analyzed for other infectious disease targets such as RSV, Influenza A & B, and Norovirus.
- Water Characterization Monitoring (WCM) – WCM is required by both NPDES permits for compliance with water quality objectives. Every two months, sampling is completed in conjunction with the City of Modesto at multiple locations: Modesto’s WWTP, Turlock’s WWTP, and at the Delta Mendota Canal. During two of those sampling events, sampling must also be completed at the San Joaquin River and at TID Lateral 4. This month, sampling was conducted at all sites. Lab staff, with the aid of Operations staff, collected and prepared effluent samples for shipment to various contract labs for analysis. Over 180 analyses are completed on the samples collected at each location, and the results will be used to influence future monitoring requirements.
- Annual Ethics Training – Lab staff must complete an annual laboratory ethics training as part of the ELAP requirements for lab accreditation. Because Operations staff and Utilities staff perform field analysis and sampling that affects lab samples and data, Lab staff prepared and presented a condensed version of the lab ethics training to both groups to fulfill their annual ethics training requirement.
- Monthly and quarterly compliance effluent sampling events were completed.

Monthly Lab Analysis										
Type	Wastewater		Drinking Water		New Construction		Industry		Liquid Waste Hauler	
Week	# Samples	# Analyses	# Samples	# Analyses	# Samples	# Analyses	# Samples	# Analyses	# Samples	# Analyses
28	94	970	26	39	0	0	0	0	6	30
29	103	1,078	41	63	2	8	34	351	4	20
30	103	1,122	23	43	14	39	21	217	0	0
31	101	1,057	25	51	2	8	20	200	5	25
Totals	401	4,227	115	196	18	55	75	768	15	75
Comments	<ul style="list-style-type: none"> <li>• Water Characterization Monitoring – Week 30</li> <li>• Industry Samples – 2 sets Week 29, 1 set Week 30, 1 set Week 31</li> </ul>									

Monthly Trainings, Webinars, & Meetings	
Week	Topic
28	<ul style="list-style-type: none"> <li>• N/A</li> </ul>
29	<ul style="list-style-type: none"> <li>• Operations Lab Ethics Annual training – make up training</li> <li>• Distribution System Health check meeting with Confluence</li> <li>• WastewaterSCAN Stakeholders meeting</li> <li>• Utilities Lab Ethics Annual Training</li> <li>• AQI WIMS Kickoff Meeting</li> </ul>
30	<ul style="list-style-type: none"> <li>• Coordinating WCM sampling preparation</li> </ul>
31	<ul style="list-style-type: none"> <li>• Webinar: ‘Improving Your Internal Auditing Skills’ presented by Ideagen</li> <li>• Utilities Lab Ethics Annual Training (2<sup>nd</sup> session)</li> </ul>

**ENVIRONMENTAL COMPLIANCE**

- ECI staff collected 72 SIU and 3 non-SIU samples which were brought to the lab for analysis (pH, EC, TDS, TSS, & BOD).
- Staff worked on developing Rio locations, parameters, and worksheets to be used to streamline the collection and entry of data in the future for the pretreatment program.
- Staff collected 15 liquid waste hauler (LWH) samples which were brought to the lab for analysis (pH, EC, TDS, total solids, volatile solids).
- Staff conducted 1 annual SIU inspection, 1 annual non-SIU inspection, and 3 occupancy inspections.
- Staff completed 2 permit renewals.

Monthly Environmental Compliance Totals						
Type	Inspections/Site Visits	Grease Interceptors	pH Compliance/ Calibrations	Predevelopment/ Planning/ Meetings	Data Entry/Reports	Maintenance/ Cleaning
Totals	10	3	7	20	65	23

ATTACHMENTS

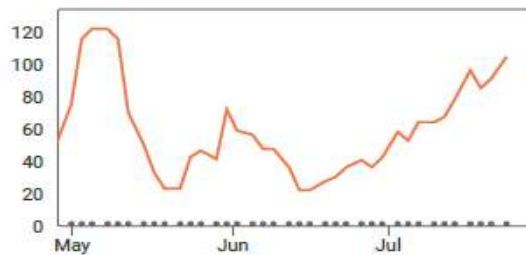
Turlock, CA

Turlock Regional Water Quality Control Facility  
 Counties served: Stanislaus County Population served: 86,000



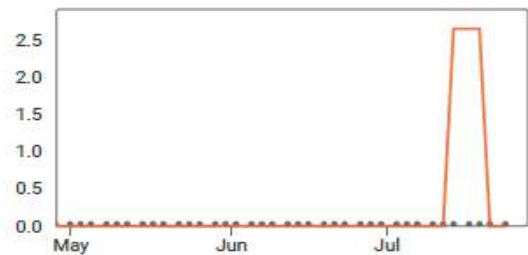
Data for last 3 months 04/28/2023 - 07/28/2023 (91 days)

SARS-CoV-2



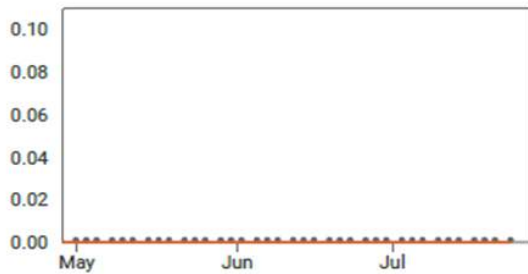
- Sample collected
- N Gene - all variants

Influenza



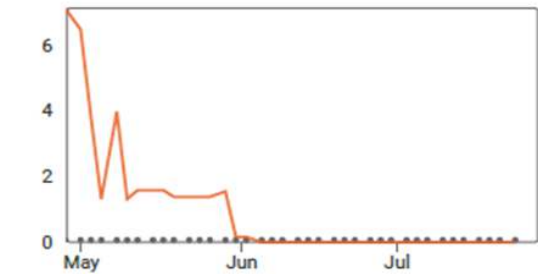
- Sample collected
- Influenza A

Respiratory syncytial virus (RSV)



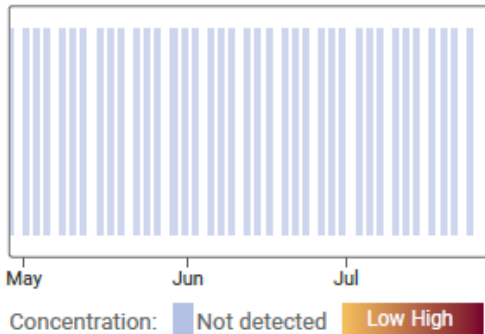
- Sample collected
- RSV

Human Metapneumovirus

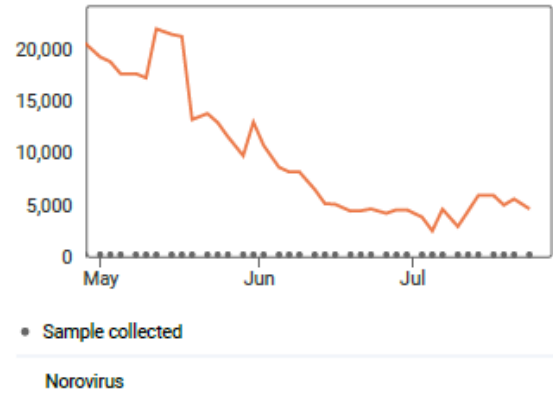


- Sample collected
- Human Metapneumovirus

**Mpox**



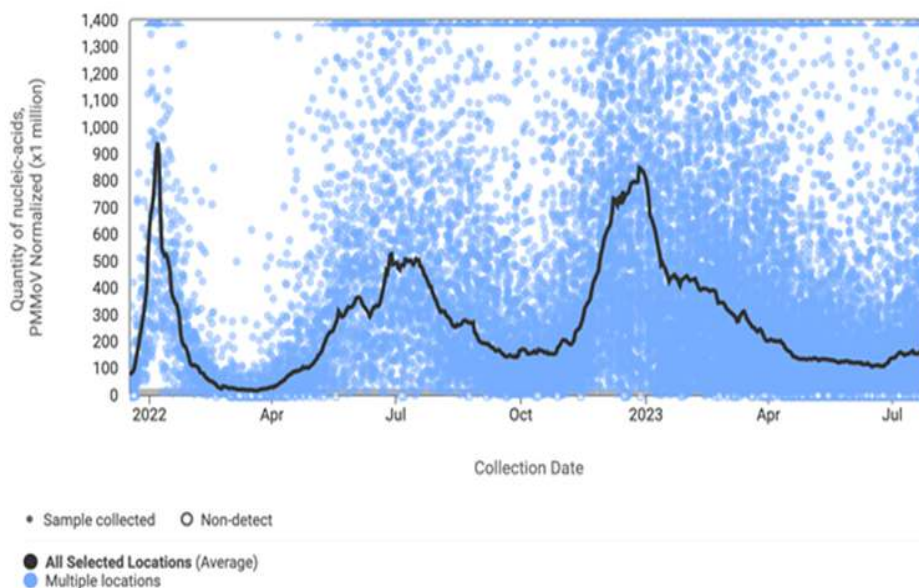
**Norovirus**



All charts show quantity of nucleic-acids, PMMoV Normalized (x1 million)

**SARS-CoV-2** N gene RNA concentrations (normalized by PMMoV) at most plants remain similar to what they have been over the last month. The median concentration across all sites over the last 21 days is 44,036 copies/gram. Below are the SARS-CoV-2 N gene concentrations (normalized by PMMoV) from all participating WWSCAN sites across the country. Evident in the data are relatively high concentrations around the start of the year with lower levels presently observed.

**Nationwide WWSCAN Sites: SARS-CoV-2**





## **WATER TREATMENT PLANT – SRWA**

---

### **DIVISION UPDATES**

The Water Treatment Plant – Stanislaus Regional Water Authority (SRWA) Staff focus is onboarding staff while in construction; including review plans, identifying potential issues with design, budget, establishing procedures, procuring vehicles, equipment, tools, programs, materials, supplies, safety training, etc.

### **HIGHLIGHTS**

- Training:
  - Safety - Confined Space Training
  - Overall training for staff of the operations and maintenance of the water treatment plant began the week of 8/20/2023; expected to continue through mid-October
- City of Turlock Council
  - Approved an agreement with Chemtrade Chemicals Corporation under Bay Area Chemical Consortium (BACC) cooperative agreement Bid No. 01-2023 “For Supply and Delivery of Aluminum Sulfate”. Aluminum sulfate is a coagulant that assists in the removal of suspended particles to be used in the water treatment process for purification of water to meet the State of California’s drinking water requirements.
- Permitting
  - Permit to Operate – application submitted to DDW for review
    - DDW continues to review the UV addendum submitted by Jacobs in July; expecting to provide comments before the next monthly coordination meeting on September 27th
- Construction:
  - Disinfection of Ceres Finished Water Transmission Main
  - Staff assisting with construction via SCADA, controlling various processes of the plant
    - Figure 1: Lime System – Lime Silo Pipework – Discussion to update pipe above ground where accessible to remove clogs of system
    - Figure 2: Ozone System - Lime Injection Pipework – Access hatch for lime
    - Figure 3: Floc Basin – Flocculation Chamber
    - Figure 4: Filters – Sand
  - Figure 5: Filters – Sand
  - Figure 6: EQ Basin – Dewatered Plant to begin disinfection

**FIGURES**

*Figure 1: Lime System – Lime Silo Pipe*



*Figure 2: Ozone System – Line Injection Pipework – Access Hatch for Lime*



*Figure 3: Sedimentation Basin – Plate Settlers*



*Figure 4: Floc Basin – Flocculation Chamber*



*Figure 5: Filters – Sand*



*Figure 6: EQ Basin – Dewatered Plant to Begin Disinfection*



**UTILITIES DIVISION**

<b>WATER</b>	<b>TOTALS</b>
Water leaks	14
Water taps/New service	4
Meter replacements/installs	16
Meters repaired	9
Well checks for 16 operational wells	16
Well checks for 9 off line wells	9
Well checks for 6 irrigation wells	6
3 Storage water tanks checked	24
City bac-t samples collected	105
Manual meter reads for finance	2,378
Cross Conn./Occupancy Inspections	28

<b>SEWER</b>	<b>TOTALS</b>
Total sewer footage cleaned	15,000 FT
Sewer plugs	2
Sewer lift stations cleaned	13
Clean outs installed	4
Sewer main repairs	1

<b>STORM</b>	<b>TOTALS</b>
Catch basins cleaned	5
Storm pumps checked	24

Repaired water leak on S. Laurel St.



Installed a sewer clean out on Hayes Dr.



Moved the water line that was in the way for the new ADA sidewalk ramp going in on Flower St.



Repaired a water leak on Mayfaire Dr.



Sink hole in the number 2 southbound lane on Lander and Columbia Streets.



Repainted a fire hydrant on Brookstone Dr.



Repaired a water main line leak in the street at Center and Mill Streets.



A water leak near a fire hydrant on 6<sup>th</sup> and D St resulted in the replacement of the hydrant bury.



Installed a 2-inch meter and tested the backflow device on N. Tegner Rd.



## **REGULATORY AFFAIRS**

### **Solid Waste:**

- Turlock Scavenger
  - Corrective Action Plan (CAP) report submitted
    - Pending item Container minimization/Route Review tasks.
      - Due Date 12/2023
- SB 1383 Food Generators & Donators
  - Staff Working to comply by 12/2023
    - Tier 1 & Tier 2

### **Water:**

- System Wide Chlorination Messaging
  - Utility Bill insert - August 10, 2023.
- TCP – DDW compliance Q3 signed
  - Utility Bill insert - August 10, 2023.
- LCR Program
  - Team sending out result letter(s) and preparing State Compliance reports.
- System Improvements
  - RA working with Carollo Engineering on Terminal Tank and booster pump Permit amendment
    - All permit amendment items submitted in 8/2023
    - Waiting for Tank leak test, bact -t samples, and VOC's to pass.
      - DDW sight visit 10/2023.
- Well 08 -TCP lab samples show breakthrough at effluent.
  - Operations working on valve seals to eliminate breakthrough through during sampling.
  - Provost & Prichard working on installing parameter for Nitrate analyzer and blow off to waste.
- Well 38 – Working with operations and lab team.
  - Operation plan completed.
- DDW Meeting
  - Scheduled for Wednesday 8/30/2023
- Corrective Action Plan (CAP) report
  - CAP submitted for 123 TCP wells from 2018 and working on addressing wells detected in 2023.

## **WQC**

- CASQA/SJVWQP
  - Working with Condor Earth to provide cost benefit analysis for Track 1 & Track 2.
    - Track 1 - full funding for all trash capture devices for DI's.
    - Track 2 – Combination of education, monitoring, tracking, and Trash Capture installation.
- MS4 EAR – Working with Condor to submit data to SMARTS.
  - Condor Earth has email to put together a DRAFT.

## **Finance:**

- Waiting on Finance for final purchasing policy to incorporate SB1383 and compost procurement updates.
  - No update.

## **Grants:**

- Proposition 1 Grant
  - Met with the State after we submitted all items for negotiations.
    - Working with Provost and Prichard on Scope of Work for Grant.
- Working with West Yost on Emerging contaminants Grant Application.
  - Admin approved Memo and processing to City Manager.

## **Outreach/Education/Social Media Ad's:**

- Public Information/Outreach:
  - SRWA messaging Campaign.
  - System wide chlorine messaging.
  - SB 1383 messaging.
  - Oil/Fats/Grease Sewer messaging.
- Training
  - Defensive Driving Training.
  - Health and Safety Newsletter
  - OSHA Heat Illness Safety
- PDF's for the month (please see attachments)

# ORGANIC WASTE RECYCLING GUIDE

Please use this organic recycling guide to properly dispose of organic waste

## WHAT IS ORGANIC WASTE?

Organic waste includes food waste, green waste, landscape and pruning waste, non-hazardous food waste and food-soiled paper waste that is mixed in with food waste.



The following can all go in the green organic waste bin:

- **FOOD WASTE (NO BAGS or LIQUIDS)**  
i.e. bones, vegetables, fruits, eggs shells, bread, pasta, pizza, meats
- **FLOWERS**
- **LAWN TRIMMINGS**
- **SHRUBS**
- **WEEDS**
- **LEAVES**
- **TREE PRUNINGS**
- **SCRAP LUMBER**
- **ANIMAL BEDDING**
- **TEA BAGS (PAPER)**



**REMEMBER PREVENTION IS KEY!**



FOR MORE INFORMATION  
[municipalservices@turlock.ca.us](mailto:municipalservices@turlock.ca.us)  
209-668-5590



# GUÍA DE DESECHOS ORGÁNICOS

Utilice este guía de desechos orgánicos para desechar correctamente de ellos

## ¿QUÉ SON LOS DESECHOS ORGÁNICOS?

Los desechos orgánicos incluyen desechos de alimentos, desechos verdes, desechos de jardinería y poda, desechos de madera no peligrosos y desechos de papel contaminados con alimentos que se mezclan con los desechos de alimentos.



Lo siguiente puede ir al contenedor verde de basura orgánica:

- **DESECHOS ALIMENTARIOS (SIN BOLSAS O LIQUIDOS)**

por ejemplo: huesos, verduras, frutas, arroz cáscaras de huevo, pan, pasta, pizza, carnes

- FLORES
- RECORTES DE JARDÍN
- MALAS HIERBAS
- HOJAS
- RECORTES DE ÁRBOLES
- CHATARRA DE MADERA
- CAMA DE PAJA PARA ANIMALES
- BOLSAS DE TÉ (PAPEL)



RECUERDA QUE LA PREVENCIÓN ES IMPORTANTE



PARA MÁS INFORMACIÓN  
[municipalservices@turlock.ca.us](mailto:municipalservices@turlock.ca.us)  
209-668-5590

# RECYCLING GUIDE

Please use this recycling guide to properly dispose of recycling waste

**REMEMBER PREVENTION IS KEY!**

## WHAT IS RECYCLING?

Recycling is the practice of recovering used material from the waste stream and then incorporating those same materials into the manufacturing process.



The following can all go in the blue recycling waste bin:

- **CARDBOARD**
- **BOOKS**
- **PAPER**
- **BOXES**
- **GLASS BOTTLES**
- **ALUMINUM CANS**
- **ALUMINUM FOIL**
- **BEER BOTTLE CAPS**
- **FOOD CANS**
- **LICENSE PLATES**



Plastic/foam egg cartons should be placed in your black garbage bin!

Plastic bags should be returned to your nearest grocery store or placed in your black garbage bin!



**FOR MORE INFO**  
[municipalservices@turlock.ca.us](mailto:municipalservices@turlock.ca.us)  
209-668-5590

# GUÍA DE RECICLAJE

Utilice esta guía de reciclaje para desechar correctamente de ellos

**RECUERDA QUE LA PREVENCIÓN ES IMPORTANTE**

## ¿QUÉ ES RECICLAR?

El reciclaje es la práctica de recuperar material usado del flujo de desechos y luego incorporar esos mismos materiales en el proceso de fabricación.



Todo lo siguiente puede ir al contenedor azul de basura:

- **CARTULINA**
- **LIBROS**
- **PAPEL**
- **CAJAS**
- **BOTELLAS DE VIDRIO**
- **LATAS DE ALUMINIO**
- **PAPEL DE ALUMINIO**
- **TAPAS DE BOTELLAS**
- **LATAS DE COMIDA**
- **MATRÍCULAS**



¡Los cartones de plástico para huevos deben colocarse en su contenedor de basura negro!

¡Las bolsas de plástico deben devolverse a su tienda de más cercana o colocarse en su contenedor de basura negro!



**PARA MÁS INFORMACIÓN**  
[municipalservices@turlock.com](mailto:municipalservices@turlock.com)  
**209-668-5590**

# Municipal Services

## Current Project List



Name of Project	Assigned To	Project Start Date	Anticipated Completion Date	Current Status of Project
Downtown Turlock PCE Project	Juan Tejada	7/1/2023	2/26/2026	Grant Negotiations with State DOF
123 TCP Well Assessment, Rehabilitation, Treatment, etc....	Juan Tejada & Carlos G.	7/1/2023	2/26/2026	Application for Grant Money and Well Rehab Assessment
123 TCP Plume Study	Juan Tejada	7/1/2023	10/2023	Scope of Work Request
SRWA Integration Campaign	Juan Tejada	7/1/2023	12/2023	Management Review
Pyrethroid Management Plan	Juan Tejada	Ongoing	10/2023	Being Review and Finalized by City Staff
2023 MS4 Discharge Permit EAR	Juan Tejada	7/1/2023	10/2023	Nearly Complete
Storm Drain Trash Capture Device – MS4 Compliance	Juan Tejada	Ongoing	10/2030	Initial Consultant Review
Water System Improvements and SRWA Source Permitting	Juan Tejada	7/1/2022	10/2023	Submitted to DDW and being reviewed
Water Loss Annual Report	Juan Tejada	10/2023	12/2023	Still Pending State Database Update
Well 8 DDW Permitting	Juan Tejada	10/2022	1/2024	Adding system paraments to well site.
Solid Waste CAP	Juan Tejada	1/1/2023	12/2023	Waiting on consultant to finalize route review and inspections
SB 1383 Food Generators Compliance	Juan Tejada	1/1/2023	12/2023	Waiting on outreach efforts for full compliance.
City Wide Chlorination	Carlos Guerrero	2021	Sept – Oct 2023	Waiting on digital chlorine analyzers to finish project
Terminal Tank 2.38 million gals	Carlos Guerrero	2021	Oct – Nov 2023	Working w/ West Yost and Carollo – currently filling tank with water and checking for leaks & cracks.
Water Master Plan	Carlos Guerrero	5/2023	ongoing	Data collection & background review w/ Carollo Engineering– Working on Hydraulic Model
Roads Program	Carlos G. / Fred P.	2023	ongoing	Evaluating water mains and tv reports – staying ahead of roads program project
Turlock GSP Dianne Pond - TID	Carlos G. / Wes Miller - TID	7/2023	ongoing	Groundwater recharge to replenish aquifer and store at 75% capacity
Water Well #29 project	Carlos Guerrero	7/2023	12/2023 – 1/2024	Working w/ Provost & Pritchard to design chlorination enclosure and implement adding chlorine to well site

**Municipal Services – Current Project List**  
**Page 2**

Offsetting Water project - TID	Carlos G. / Bill Penny - TID	7/2023	ongoing / seasonal	Working w/ TID to provide up to 3,695-acre feet of offset water during irrigation season. Working on getting old wells back online. Don Pedro Pump is currently working on well #28.
Well Rehabilitation on 5 wells	Carlos G. / Juan Tejada	8/2023	ongoing / 2026	Working with Wood Rodgers on wells that exceed over the mcl limit of 123-TCP's for rehab and to be out of compliance.
Surface & Groundwater Study	Carlos Guerrero	12/2022	ongoing	Working w/ Confluence to continue taking water quality samples before and during chlorination. Checking for contaminants, lead, ph, chlorine residual and corrosion.
Sewer System Management Plan (SSMP)	Carlos Guerrero	5/2023	9/2023	Updating the city's sewer system to provide a plan and schedule to properly manage, operate and maintain of the sanitary sewer and report to CaWaterBoards...
Hazardous Materials Business Plan (HMBP)	Carlos Guerrero	6/2023	10/2023	Evaluating all Hazardous Materials Business Plans for all city well sites and tanks that contain any chemicals. Also, the city's corp yard for Fleet Maintenance Dept.
5-year Capital Improvement Projects	Carlos G. / Stephen Fremming	5/2023	ongoing	Going over projects to see what is priority and coordinating those projects with Roads Program. Currently have 5 projects in Design and will need funds for other projects.
Biotower Distributor Rehabilitation Project	David Huff	Feb 22	Dec 23	Parts are in fabrication.
In plant Drain Rehabilitation Project	David Huff	Apr 22	Jan 24	Project is currently out to bid.
Chemical Storage Rehabilitation Project	David Huff	Jan 20	Oct 23	Nearly complete. Waiting on system controls to startup.
SCADA System Upgrade at Wastewater Treatment Facility	David Huff	Aug 23	Feb 24	Completed project kickoff and initial control/slide workshop.
Flotator Rehabilitation Project	David Huff	Jan 20	Dec 25	Design is at 95%. Developing finance strategy pending sewer rate evaluation.
Network Replacement at Wastewater Treatment Facility	David Huff	Sep 22	Dec 23	Waiting on parts to arrive.
Update 5-year CIP for Sewer/Storm/Wastewater	David Huff, Carlos Guerrero	Jan 22	Sep 23	Draft complete. Circulating internally for comments.
Sewer Rate Evaluation	Dale Goodman, David Huff, Carlos Guerrero	Jan 22	Dec 23	Consultant is currently building rate model. Staff is finalizing CIPs and working on a staffing study.

Department Staffing Study	David Huff, Carlos Guerrero	Aug 23	Oct 23	Finalizing professional service contract.
Secondary Clarifier No. 4 Recoating project	David Huff	Jan 23	Aug 24	Working on bid documents (drawings and specifications)
Annual Performance Evaluation for Wastewater Treatment Facility	David Huff	Jul 23	Sep 23	Nearly complete. Currently evaluating a few anomalies and updating modal as needed.
Annual Operating Plan for the Wastewater Treatment Facility	David Huff	Aug 23	Oct 23	Update current operating plan based on
Develop Unit Process Operating Strategies for every major unit process	David Huff	Jul 23	Jul 24	Completed 2 UPOS. Project target is currently 1 per month.
Develop Instrumentation and Control Supervisor and Journal Level Position	David Huff	Jan 23	Jan 24	Job description complete. Pending HR/TCEA approval
Develop Electrician Position	David Huff	Aug 23	Jan 24	Currently developing job description
Evaluate/Repair Methane Phase Digester No. 3	David Huff	Jul 23	Aug 24	Working on RFP to hire a contractor to clean the structure and dewater the debris.
Setup Service Contract for Instrument Parts/Service.	David Huff	Mar 23	Oct 23	Finalizing contract and preparing for city council approval.
Setup Service Contract for SCADA/PLC/HMI Programming.	David Huff	Jul 23	Oct 23	Finalizing contract and preparing for city council approval.



# DEVELOPMENT SERVICES DEPARTMENT

Monthly Report – September 12, 2023



The Development Services Department continues to strive to provide excellent customer service while ensuring the health, safety, enhancement, and prosperity of our community.

## BUILDING



## HOUSING



## PLANNING

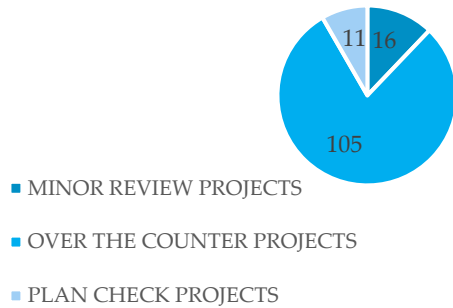




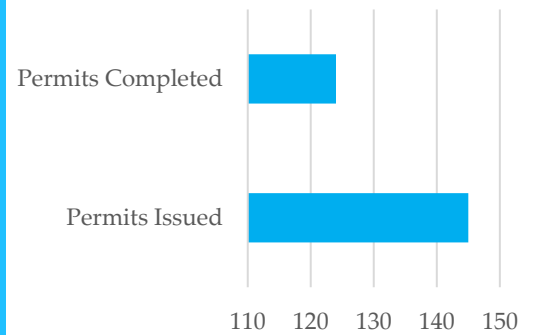
# BUILDING

## Update

### Permits Applied For August 2023



### Permit Stats for August



### Certificates of Occupancy Issued

- Shah Groceries
- Starbucks
- I ♥ Mac N Cheese
- Rise N Brew





# HOUSING DIVISION *UPDATE*

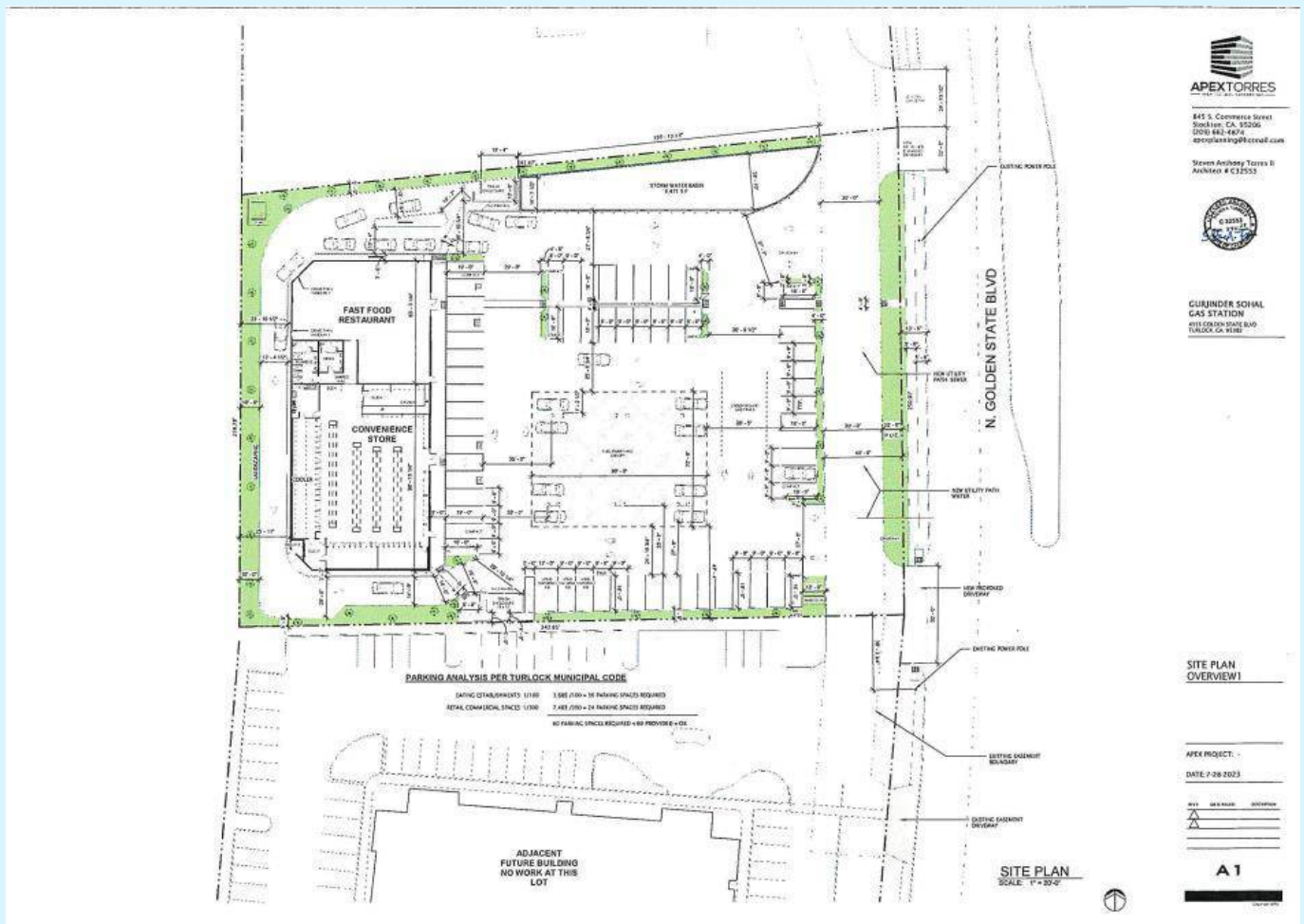


- Monitoring continues, this month monitoring was initiated at two non-profit monitoring ( CVCAH and USF), and follow up visit were conducted to existing ongoing monitoring (We Care). Four new monitoring visits are scheduled to take place with September to November
- Documents were completed for one new homeowner rehab project. It is anticipated the work will begin in the next few weeks. Work includes items such as dry rot repair, repairing and replacing fencing, installing HVAC, repairing plumbing, installing new flooring to remove tripping hazards. One additional home owner rehab project was put out to bid and staff is working on the documents to complete the process.
- Approximately 870 letters were sent out to all licensed General Contractors within Stanislaus County to let them know about the rehab program at the City of Turlock and asking them to contact the department to get qualified to be placed on the notification list for bids.

# PLANNING UPDATE

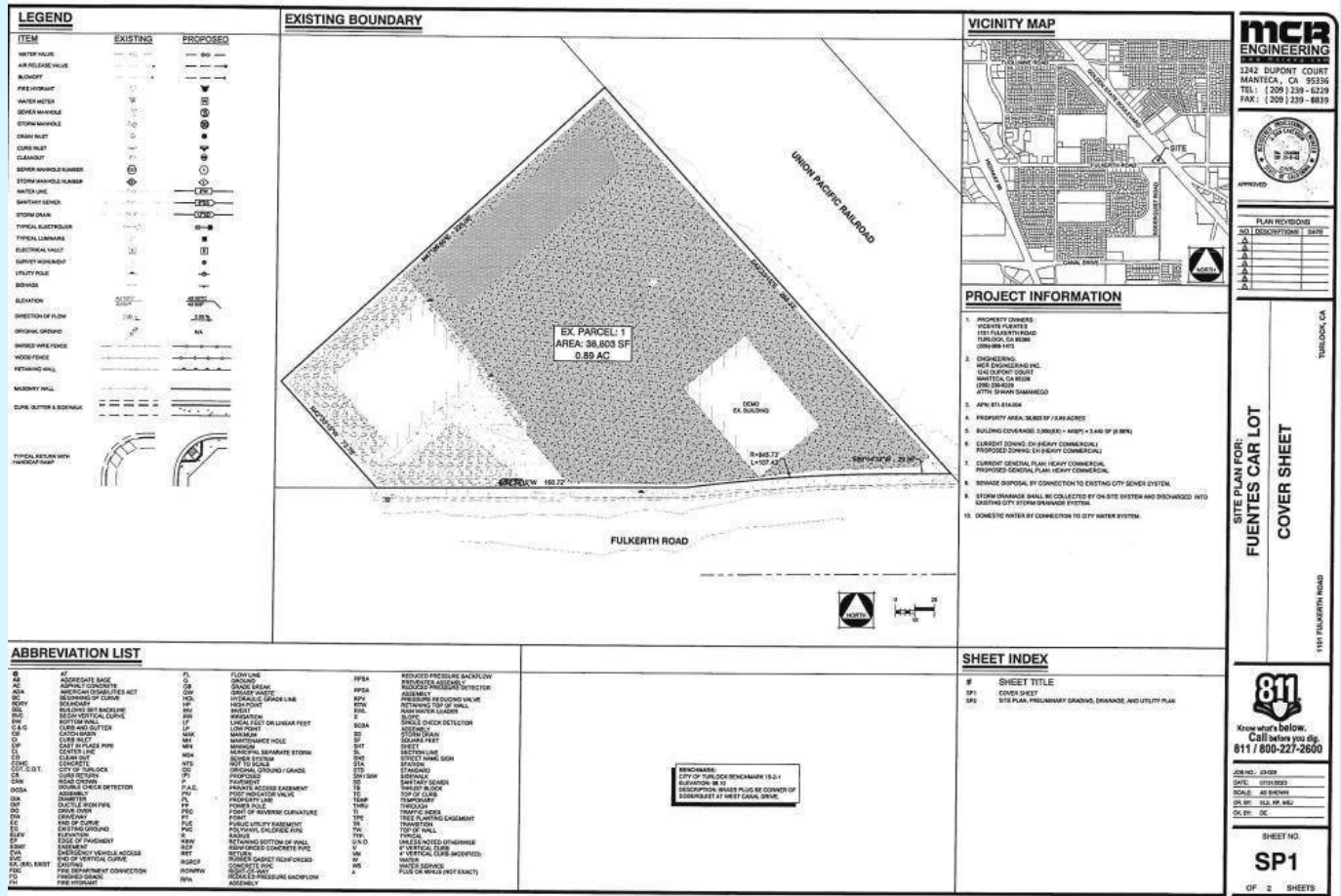
## Minor Discretionary Permit 2023-12 4555 N Golden State Blvd – Gas Station

The applicant is requesting approval to construct a gas station and convenience store located at 4555 N Golden State Blvd., Stanislaus County APN 087-001-067. The project consists of six (6) dual sided multiple product dispensers (MPDs), a 6,300 square foot fuel island and canopy, an approximately 7,483 square foot convenience store with a 3,685 square foot drive through fast food restaurant. Access to the site will be from N Golden State with a right-in right-out only driveway. On-site and off-site improvements include paving, parking, parking stall striping, trash enclosure, landscaping, curb, gutter and sidewalks. A 3,471 square foot water retention basin will also be installed on-site.



# Minor Discretionary Permit 2023-13 1101 Fulkerth Rd-Truck Sales

The applicant is proposing to develop a 0.89-acre parcel at 1101 Fulkerth Rd. (Stanislaus County APN 071-014-004) for a truck sales lot with a new 440 square foot sales office. The existing house will remain and continue to be used as a residence. Access to the site will be from Fulkerth Rd. with a right-in, right-out only driveway. On-site improvements include paving, parking, parking stall striping, trash enclosure, on-site storm drain basin and landscaping. Off-site improvements including curb, gutter and sidewalks are already constructed.



**MCR ENGINEERING**  
 1242 DUPONT COURT  
 WATSON, CA 95090  
 TEL: (209) 239-6229  
 FAX: (209) 239-6839

APPROVED  
 [Signature]  
 [Stamp]

PLAN REVISIONS  
 NO. DESCRIPTION DATE

SITE PLAN FOR:  
**FUENTES CAR LOT  
 COVER SHEET**

TULOCK, CA  
 1101 FULKERTH ROAD

**811**  
 Know what's below.  
 Call before you dig.  
 811 / 800-227-2600

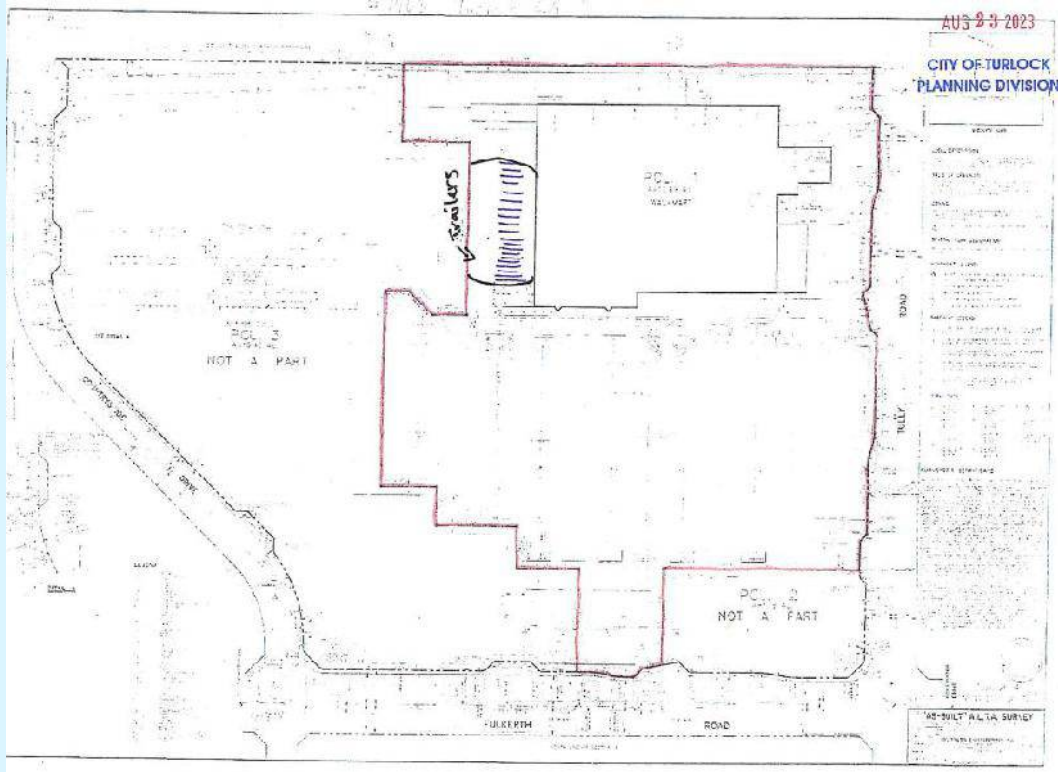
JOB NO.: 2023  
 DATE: 07/13/23  
 SCALE: AS SHOWN  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]

SHEET NO.  
**SP1**  
 OF 2 SHEETS

# Temporary Use of Land Permit 2023-02 2111 Fulkerth Rd –

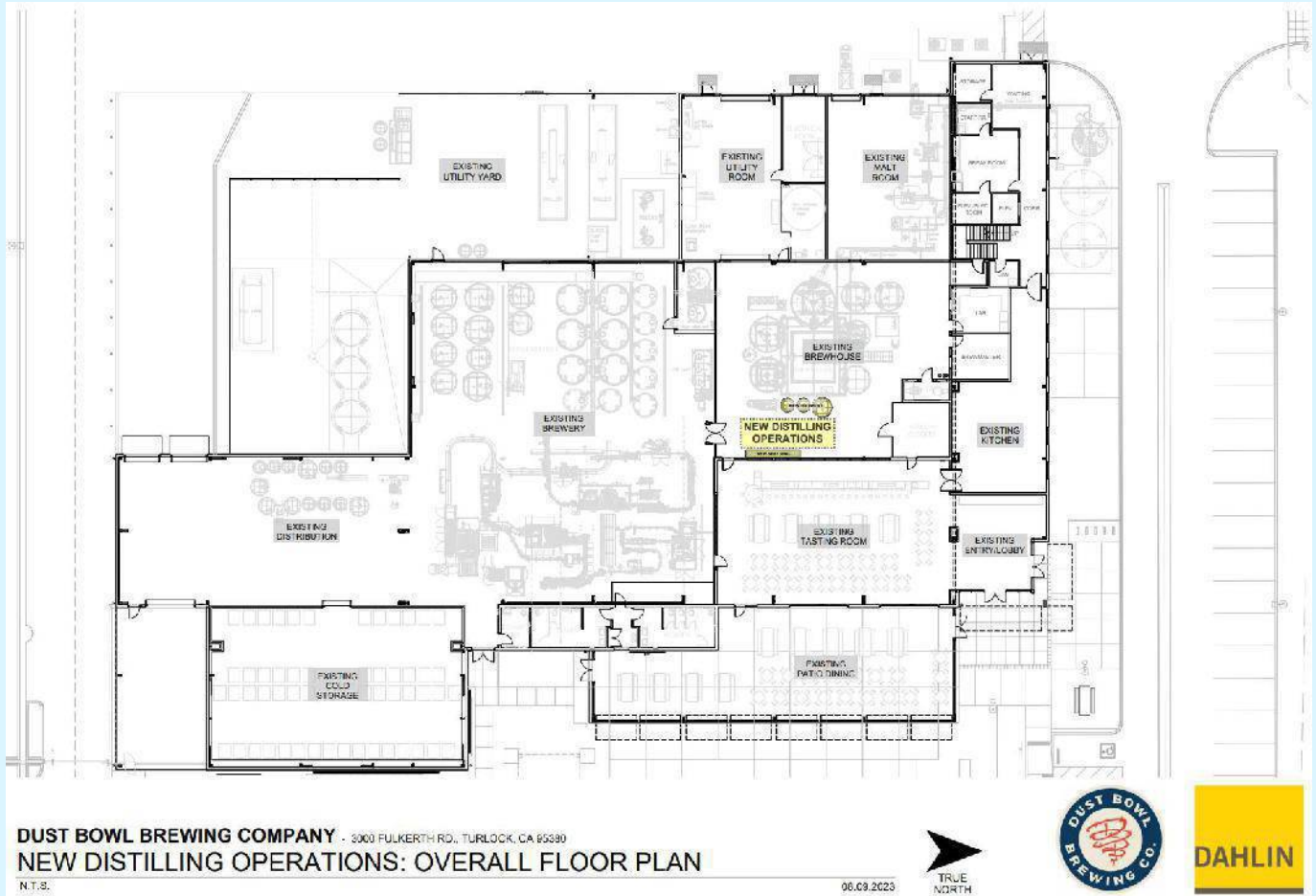
## Seasonal Storage Containers

The applicant is requesting authorization to locate twenty (20) cargo containers at the Walmart building located at 2111 Fulkerth Rd., Stanislaus County APN 088-016-018. The trailers will be used for storage of seasonal merchandise and freight



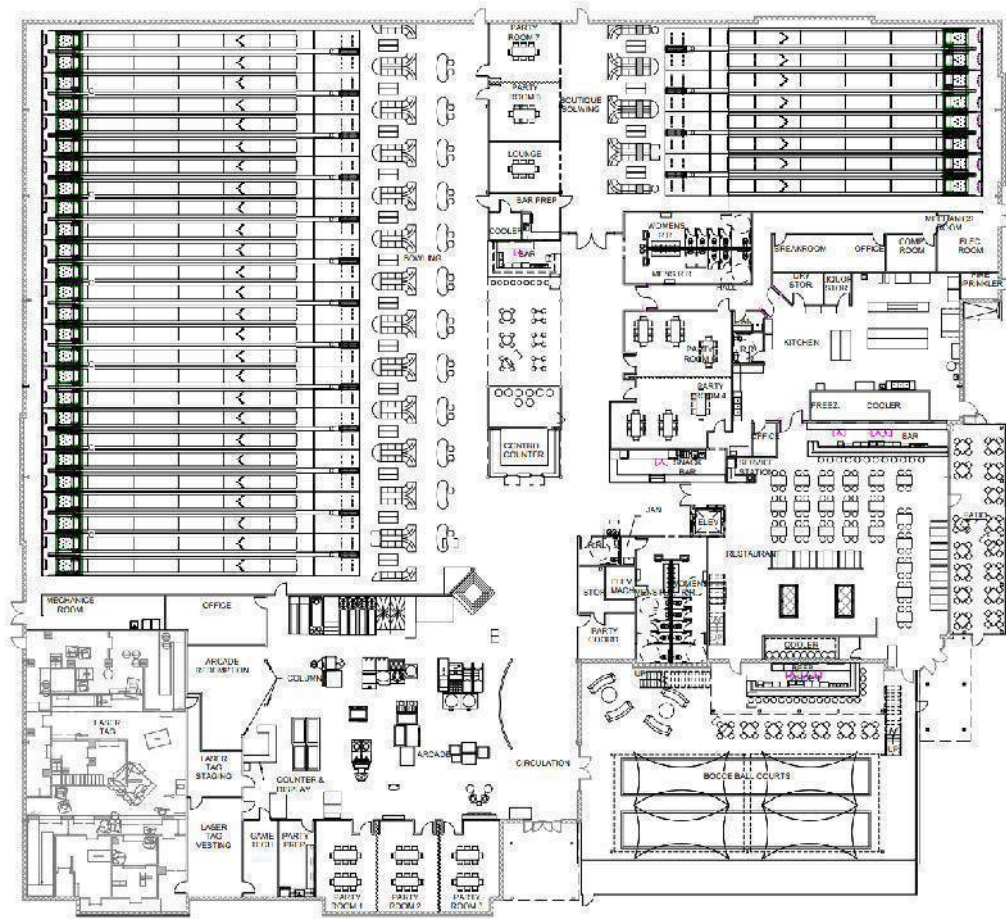
# Amendment to CUP 2013-06 Dust Bowl Brewing Company

The applicant is requesting to amend the existing Conditional Use Permit to allow the distilling of spirits, wine, and cider within the footprint of the existing brew house building located at 3000 Fulkerth Road, Stanislaus County APN 089-019-024 and 089-019-025. No expansion of the existing brewery building, parking or outdoor areas is proposed.



# Amendment to CUP 2016-06 Ten Pin Fun Center

The applicant is requesting to amend the existing Conditional Use Permit to allow live entertainment, as defined by Turlock Municipal Code Section 9-1-202, to be offered throughout the various venues in the bowling center and the outdoor seating areas located at 3700 Countryside Drive, Stanislaus County APN 087-028-016. Examples of the types of entertainment include karaoke, live bands, DJs, single entertainers such as magicians, comedians and similar performers and performances. The entertainers/entertainment may be part of a corporate or private event, such as Grad Night or an event sponsored by the bowling center, such as New Year's Eve.





# NEWS

## DEVELOPMENT

## SERVICES DEPARTMENT

### Issued Permits of Interest

- Divert - Food Recovery Facility
  - Valley Milk – Expansion
    - Togos
    - Shoe Palace

### Tenant Improvement Tuesdays

Plan Review Program is now being offered!!

# Development Services – Building, Housing, Planning

## Current Project List – August 2023



Name of Project	Assigned To	Project Start Date	Anticipated Completion Date	Current Status of Project
HOUSING ELEMENT UPDATE	PLANNING	2022	APRIL 2024	Reviewing opportunity sites
CLOUDBURST POLICES & PROCEDURES	HOUSING		JANUARY 2024	Working with consultant to update/create multiple policies and procedures
ANNUAL ACTION PLAN AMENDMENT	HOUSING		October 2023	Revising document
HOUSING FUNDS WORK SHOP	HOUSING		October 2023	Need to determine date for workshop
CLOUDBURST – HOME ARP	HOUSING			Plan is complete, next step is implementation
	HOUSING			
MORE GRANT	HOUSING			Survey sent, working on application, will bring to Council in September or October
CDB-CV WORKSHOPS/PROJECTS/AMMENDMENT	HOUSING			
TI TUESDAYS	BUILDING	JUNE 2023	AUGUST 15, 2023	READY FOR IMPLEMENTATION
WEBSITE – DEPARTMENT/DIVISION SPECIFIC	BUILDING	MARCH 2023		ALL DIVISIONS/DEPARTMENTS WORKING WITH IT AND SOFTWARE APPLICATIONS
MITEL PHONE SYSTEM CLEAN UP	BUILDING	MARCH 2023	DECEMBER 2023	ISOLATING AUTO ATTENDENTS, HUNT GROUPS AND USER SPECIFICS
PERMITTING SOFTWARE RFP	BUILDING	AUGUST 2023	March 2024	CREATING DETAILED RFP
SOLAR APP	BUILDING	MAY 2023	JANAURY 2024	WORKING WITH IT & FINANCE ON PAYMENT PARTICULARS
Accessory Dwelling Unit Ordinance	Planning		January 2024	Drafting ordinance revisions to take to Planning Commission



## Business Permits Applied For

BUSINESS ADDRESS	BUSINESS PERMIT TYPE	BUSINESS NAME
	HOME OCCUPATION PERMIT	HOMEMAID CLEANING CO LLC
120 TWENTIETH CENTURY BLVD	ZONING CERTIFICATE/OCCUPANCY INSPECTION	SUNNYSIDE SENIOR LIVING
	HOME OCCUPATION PERMIT	ROYAL FLUSH PORTABLES LLC
	HOME OCCUPATION PERMIT	DYNAMIC WOUND AND OSTOMY CLINI
	HOME OCCUPATION PERMIT	GERALD SMITH HANDYMAN
	HOME OCCUPATION PERMIT	E & R HANDYMAN SERVICES
	HOME OCCUPATION PERMIT	BROCK PASLAY'S 63 DEVELOPERS
1729 N OLIVE AVE 7	ZONING CERTIFICATE/OCCUPANCY INSPECTION	ALLCARE HOSPITALIST MEDICAL GR
	HOME OCCUPATION PERMIT	HS CLEANING SOLUTIONS
	HOME OCCUPATION PERMIT	PYEHA PICTURES
2353 W MAIN ST	ZONING CERTIFICATE/OCCUPANCY INSPECTION	SHAH GROCERIES
2406 W MONTE VISTA AVE C	ZONING CERTIFICATE/OCCUPANCY INSPECTION	A'S BARBER SHOP
	HOME OCCUPATION PERMIT	JACKIES JEWELRY
	HOME OCCUPATION PERMIT	LORI'S ESTATE SALES
42 LANDER AVE C	ZONING CERTIFICATE/OCCUPANCY INSPECTION	CV & ASSOCIATES
	HOME OCCUPATION PERMIT	A.P. LAWN SERVICE
425 S BROADWAY	ZONING CERTIFICATE/OCCUPANCY INSPECTION	
	HOME OCCUPATION PERMIT	PALADITE GAMES LLC
4700 N GOLDEN STATE BLVD	ZONING CERTIFICATE/OCCUPANCY INSPECTION	
709 LANDER AVE	ZONING CERTIFICATE/OCCUPANCY INSPECTION	UP NORTH INNOVATIONS
	HOME OCCUPATION PERMIT	CENTRAL VALLEY JANITORIAL SERV

# MONTHLY CITY MANAGER'S REPORT

## August 2023



### ADMINISTRATION

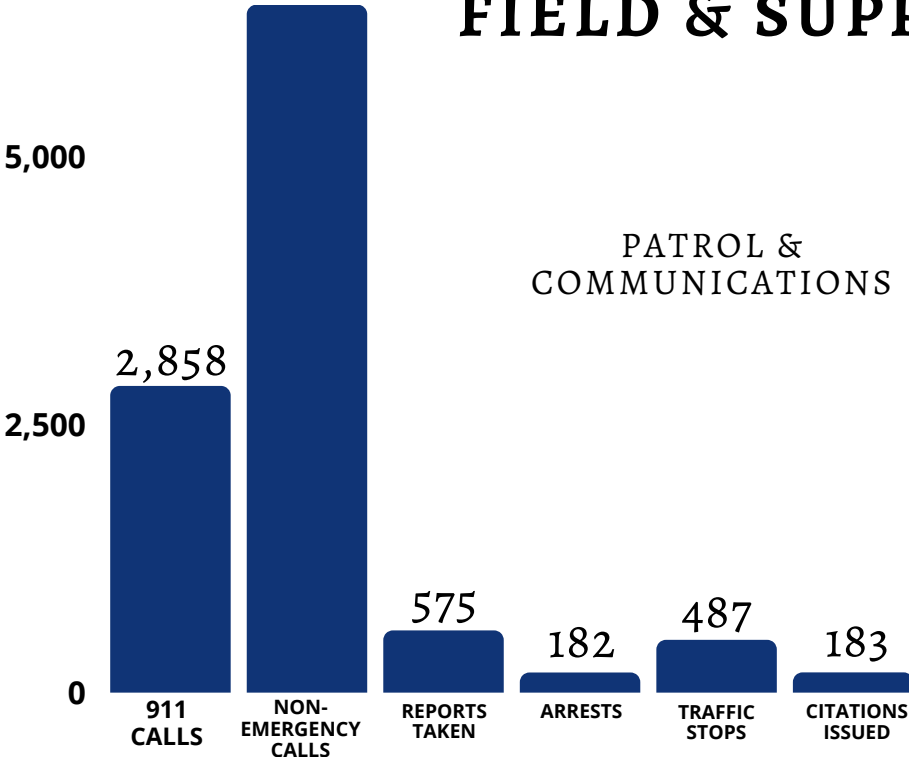
#### Turlock Police Department news:

- On **Tuesday, August 1**, was National Night Out. 50 TPD staff and/or volunteers participated. This included members of Command Staff and personnel from 13 different units within TPD helped make this year's event a success. TPD visited 23 registered locations and we estimate 1,379 community members participated in the event.
- On **Friday, August 11**, three Police Officer Trainees graduated the Stanislaus Regional Training Academy and were sworn in on Monday, August 14. Officers Natalie Soto, Tyler Ward and Brandon Ruiz successfully completed the academy and have begun TPD's Field Training Program. We are proud to welcome these three new Police Officers to the team.
- We also recognized Animal Services Supervisor, Katie Walthrop's promotion at the Swearing-in ceremony on **August 14**. Congratulations, Katie!



6,418

### FIELD & SUPPORT OPERATIONS



PATROL & COMMUNICATIONS

#### ANIMAL SERVICES



46 DOGS SEIZED



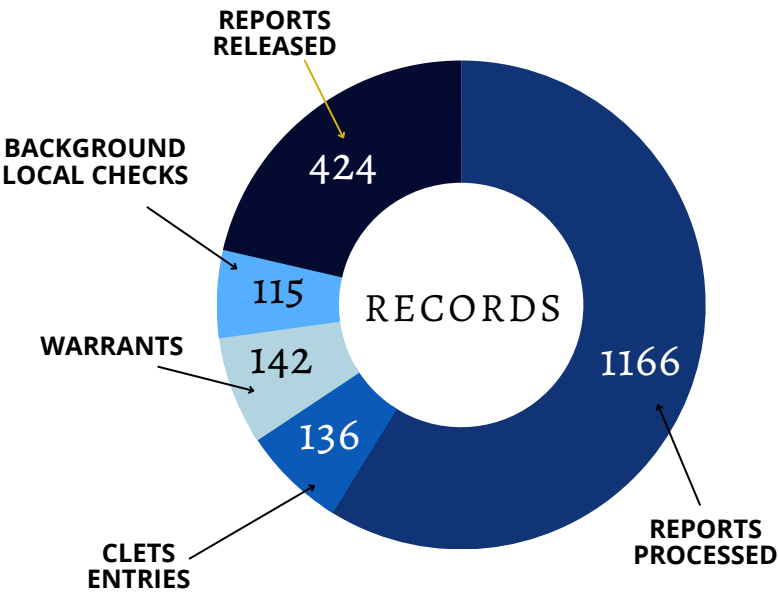
5 CATS SEIZED



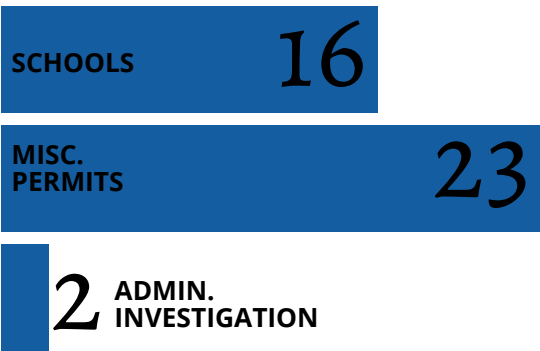
27 ADOPTED/RETURN TO OWNER/TRANSPORTED TO RESCUE.

# MONTHLY CITY MANAGER'S REPORT

## August 2023

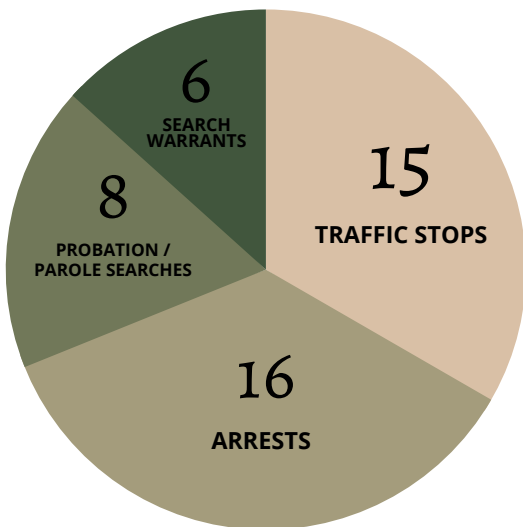


### PROFESSIONAL STANDARDS

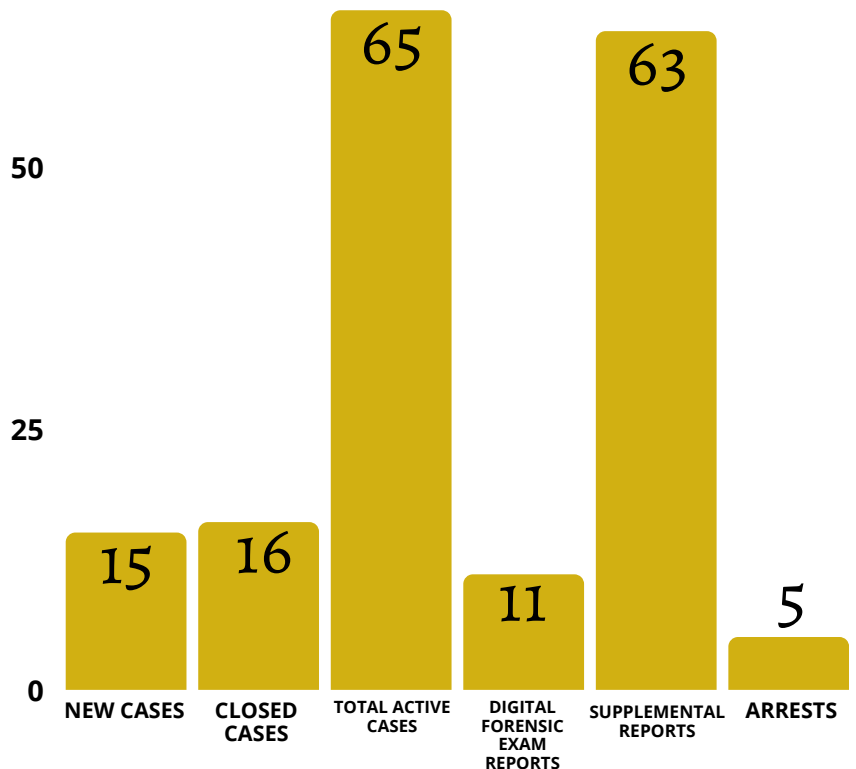


### SPECIAL OPERATIONS

#### SPECIAL INVESTIGATIONS UNIT



#### DETECTIVES



# MONTHLY CITY MANAGER'S REPORT

## August 2023



## PROJECTS LIST

PROJECT:	ASSIGNED TO:	START DATE:	ANTICIPATED COMPLETION DATE:	CURRENT STATUS:
CULPR Project	Special Ops.	9/1/22	Completed	Cameras are installed and providing data
Sideshow Ordinance	Special Ops.	1/1/23	Completed	Ordinance adopted in Feb. 2023
Axon Interview Rooms	Special Ops.	7/1/22	Completed	Cameras installed
Leeds Property Search Software	Special Ops.	7/1/23	Completed	Program running
Fusus Real Time Crime Software	Special Ops.	8/16/23	9/26/23 (council presentation)	Staff report being completed
Rapid DNA Agreement	Special Ops.	8/1/23	Midyear Budget Review	Preparing talks with Sheriffs Dept. on agreements
Firearms Replacement	Special Ops.	7/1/23	4/1/24	RFP language provided to Finance
Clearview A.I. Recognition Software	Special Ops.	7/1/23	9/15/23	Sole Source approved. Purchase Order being drafted by the Business Unit
Surveillance Camera Enhancements	Special Ops.	7/1/23	1/1/24	Different systems being researched
New Ripa Reporting Requirements Implemented	Special Ops.	3/1/23	1/1/24	Training being provided to staff and vendor making necessary changes in software
Ticket Writer - Crossroads	Field Ops.	4/2023	9/2023	Working with IT for final implementation
Reserve Program / Police Officer Extra Help - Part Time	Field Ops.	4/2023	10/2023	Finishing creating job descriptions and working with HR
UAS Program - Drone Vehicle Purchase and Outfitting	Field Ops.	8/2023	7/2024	Currently beginning the sourcing of the drone vehicle and its associated equipment

# MONTHLY CITY MANAGER'S REPORT

## August 2023



### PROJECTS LIST

Social Host Ordinance	Field Ops.	N/A	2/2023	Project Completed
Radio Encryption	Field Ops.	2/2023	7/2024	Awaiting final quote from Delta Wireless. Determination will then be made if this project will move forward
Department Wide Fleet Purchases	Field Ops.	6/2023	6/2024	Purchasing of patrol and unmarked vehicles. Also responsible for outfitting all new vehicles with equipment
Animal Control Rescue Coordinator Recruitment and Appointment	Field Ops.	6/2023	12/2023	Currently processing through the testing process to identify a potential candidate
Community Academy	Field Ops.	8/2023	3/2024	Talks are in its beginning phase and we are in the process of identifying the topics of discussion
Transit Patrol - TPD Code Enforcement Officer Allocation	Field Ops.	3/2023	6/2023	Completed. Code Enforcement Officer has been allocated to work for transit related calls for service at 20 hours per week
Drug Prevention/Education - Marijuana	Field Ops.	9/2022	On-going	TPD staff is actively working with Public Works/Recreation staff to keep this program running
Animal Control Officer - Recruitment and Appointment	Field Ops.	6/2023	9/2023	Currently working on onboarding the third ACO. Start date is scheduled for 9/1/23
TUSD Safety Plans	Field Ops.	6/2023	12/2023	TPD staff is collaborating with TUSD staff to complete this project and mapping of the schools
Blue Santa	Field Ops.	8/2023	12/2023	It is in its beginning planning stages

# MONTHLY CITY MANAGER'S REPORT

## August 2023



### PROJECTS LIST

Weekly Homeless Encampment Cleanups	Field Ops.	N/A	On-going	This project is on-going and is conducted on a weekly basis
Military Use Policy	Field Ops.	N/A	1/2024	Maintain data tracking. The plan is to bring the Annual Report to council in January of 2024
TPD Job Fair	Field Ops.	4/2023	6/2023	Completed. Hosted a job fair to recruit for various positions throughout the department
SWAT Vest & Equipment Replacement	Field Ops.	7/2023	11/2023	Awaiting on response from Finance to make final purchase
TPD Recruitment Efforts	Field Ops.	N/A	On-going	TPD recruitment team is working together to ensure we are attending academy and recruitment events that will increase our applicant pull
Office of Traffic Safety Grant	Field Ops.	10/2022	9/2024	Purchase of new DUI Enforcement Trailer and equipment. Purchasing will begin 10/1/23
Training Manual Update - CSO's & Cadets	Field Ops.	7/2023	9/2023	Updating training manual for CSO's and Cadets. CSO's manual has been completed. Final Stages of the Cadet manual are being completed now
Probationary Training - Officers	Field Ops.	7/2023	9/2023	Putting together outline to provide more training to officers who are on probation. This is to assist with growth among those officers
Orientation of Newly Hired Officers and Academy Graduates	Field Ops.	8/2023	11/2023	Onboarding of newly hired officers and working through all the phases of the training guide

# MONTHLY CITY MANAGER'S REPORT

## August 2023



### PROJECTS LIST

Revision of Sergeant Training Guide	Field Ops.	7/2023	12/2023	Working on updating the sergeant's training guide
TPD K9 - City Website Update	Field Ops.	8/2023	9/2023	New language written and approved, editing photos
Blood Borne Pathogens Control Plan - Update	Field Ops.	6/2023	On-going	Document was updated and sent to Risk Management. Awaiting response
Conduct Comprehensive Beat Assessment	Field Ops.	5/2023	12/2023	Stats are gathered for the call volumes for each beat. Will be meeting with TPD staff to review information and determine course of action
Community Service Officer - Recruitment and Appointment	Field Ops.	N/A	9/2023	Currently working on onboarding the fourth CSO. Start date is scheduled for 9/1/23
IQ Search	Support Ops.	2/2023	9/12/23	Dispatch Supervisor working on implementation
CAD Upgrade	Support Ops.	4/2021	Pending Vendor	First upgrade just completed, however, continued issues require another upgrade that we will begin working on now. Waiting for Central Square to provide a date for the next upgrade
Next Gen 9-1-1	Support Ops.	8/26/19	On-going	Pending State of CA funding approval
DOJ Audit	Support Ops.	6/2023	11/2023	Pending DOJ site visit and corrections
NIBRS Project and Certification	Support Ops.	5/2022	8/18/2023	Certificate applied for 8/18/23

# MONTHLY CITY MANAGER'S REPORT

## August 2023



### PROJECTS LIST

Records Retention Purge	Support Ops.	8/2023	7/2024	The Records division has a 5-year backlog of retention that they are beginning to purge per the retention policy
E-Reporting Module	Support Ops.	6/2023	Pending Vendor	Waiting for quotes and timelines from Central Square
Non-Sworn Uniform Policy Update	Support Ops.	1/2023	9/2023	Final changes being approved and uploaded to Lexipol
Cadet Program Expansion	Support Ops.	7/2023	On-going	Increasing program by 4 Cadets to begin a recruitment effort for PO Trainees
JAG Grant	Support Ops.	8/2023	9/2024	Application has been submitted, once accepted, reporting and assistance in purchasing will begin
Officer Wellness Grant	Support Ops.	7/2023	10/2025	Pending Project expenditure. Reporting annually until 2025



# Turlock Fire Department

MONTHLY  
CITY MANAGER'S  
REPORT

August 2023



## CHIEF'S MESSAGE



Following a 26-year career with the City of Modesto, Fire Chief Alan Ernst announced his retirement effective August 14, 2023.

Alan Ernst began his career in the City of Modesto in January 1997 having previously served 4 years with the El Dorado County Fire Protection District. Throughout his career, Chief Ernst served at every rank in the Modesto Fire Department on his way to becoming Fire Chief.

“I have been blessed by serving alongside the men and women of the Modesto Fire Department for the past 26 years,” said Chief Ernst. “Having the honor and responsibility of leading a complex organization of 330 personnel and providing emergency services to over 435,000 residents has been the professional highlight of my career.”

Among his many accomplishments, the greatest is the success of his fire regionalization plan. Fire regionalization is a dynamic and cost-effective approach to regional fire services. The regionalization model allows for the operational efficiencies of firefighters working under the same operating procedures, command structure, and training program. This approach saves money, reduces duplicative services, administrative redundancies, and delivers a higher level of service to the communities that are served.

“Alan is a true leader and innovator in the field of fire protection and emergency services,” said City Manager Joe Lopez. “More than that though, he is a great man and trusted colleague. I wish him and his family nothing but happiness in this much-deserved next chapter in their lives.”

Chief Ernst’s background also includes extensive experience in emergency management, wildland firefighting, training, and emergency operations. As the Fire Chief for the past 6 years, he served as the Emergency Manager for the City of Modesto, City of Oakdale, City of Ceres, and City of Turlock. He served as the Incident Commander for the COVID-19 pandemic, severe weather events like those we experienced this winter, and numerous emergency incidents.

“Chief Ernst has served our community with honor and distinction, and our City owes Chief Ernst a debt of gratitude,” said Modesto Mayor Sue Zwahlen. “I would like to wish Alan Ernst good luck and Godspeed on his well-deserved retirement.”



# CONGRATULATIONS

## CHIEF'S OFFICE

### PROMOTIONS



Chief Kevin Wise grew up in Salida and started in the fire service as a volunteer with Woodland Avenue Fire Department. In 2005 he was hired with Oakdale Fire Department and promoted to the Rank of Captain. In 2014 Wise joined Stanislaus Consolidated Fire Protection District when the City of Oakdale and Oakdale Rural Fire Protection District entered into a contract for services. He served in multiple roles including the role of Battalion Chief. In 2019 Chief Wise was hired by the City of Ceres as the Fire Chief. In 2021 Chief Wise took a position with Fremont Fire Department as a Deputy Chief. In 2022, feeling the need to return back to the community he calls home, Wise accepted a position as Assistant Fire Chief with Modesto Fire Department. With the retirement of Fire Chief Alan Ernst, Chief Wise has been appointed as interim Fire Chief of Modesto Fire Department. He will serve in this capacity until a permanent Fire Chief is selected. Chief Wise also serves as a member of the Paradise School District Board of Directors and has done so for the past 10 years.

Modesto Fire Department provides fire protection and administrative services to the cities and communities of Modesto, Ceres, Oakdale, Knights Ferry, Valley Home, Riverbank, Empire, Waterford, La Grange, Turlock and Salida.



Fire staff facilitated an engineer promotional on August 23rd. Firefighter Adam Lewallen successfully completed the testing process and had been promoted to the position of engineer effective September 1st.

# OPERATIONS HIGHLIGHTS

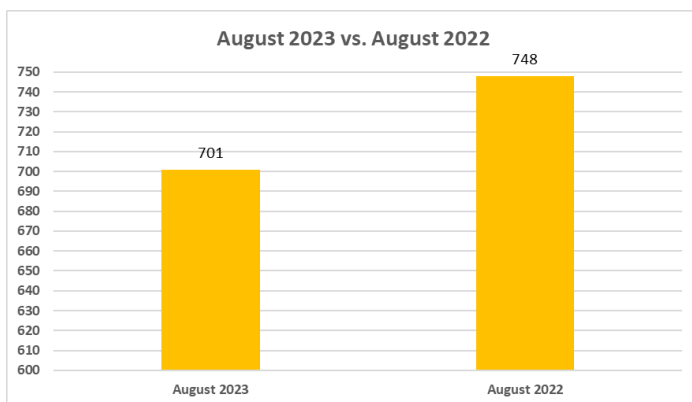
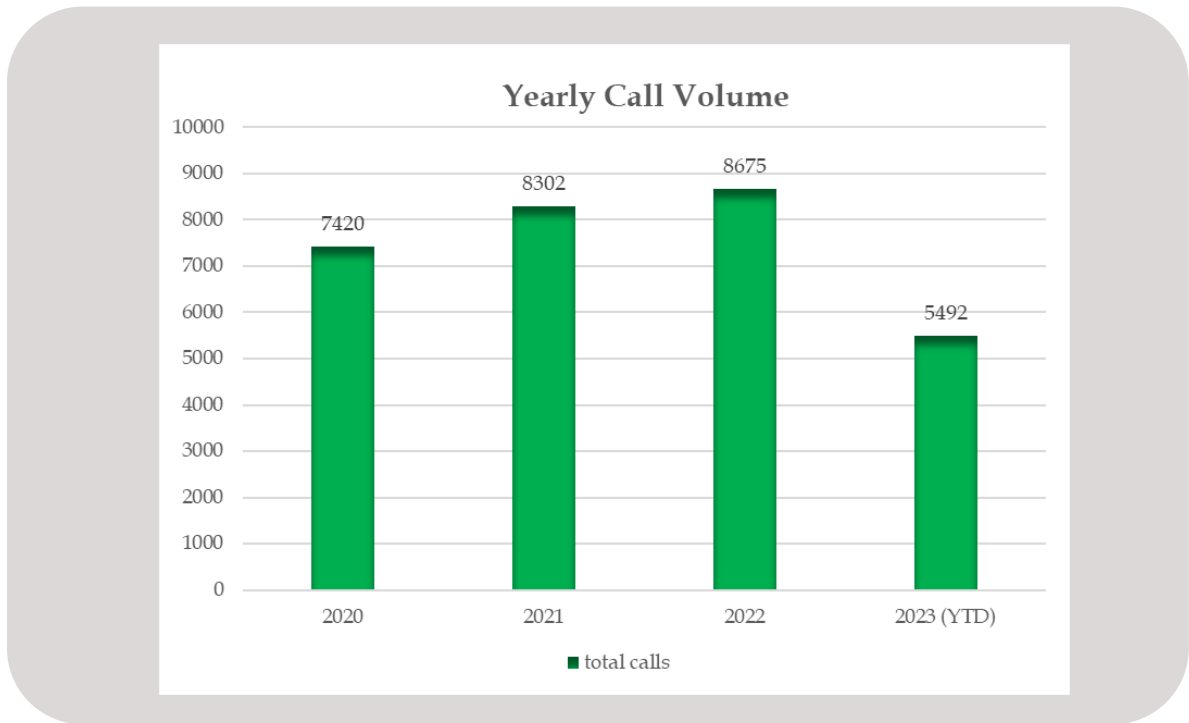


## Incident Summary by Incident Type

Date Range: From 8/1/2023 To 8/31/2023

Incident Type(s) Selected: All

Incident Type	Incident Count	Used in Ave. Resp.	Average Response Time hh:mm:ss
Fire	21	20	00:05:24
Rupture/Explosion	2	2	00:06:26
EMS/Rescue	476	376	00:04:51
Hazardous Condition	11	8	00:06:09
Service Call	58	34	00:06:02
Good Intent	85	22	00:05:02
False Call	47	42	00:05:38
Other	1	0	
<b>Totals</b>	<b>701</b>	<b>504</b>	



# OPERATIONS HIGHLIGHTS



·Firefighter candidate testing was held in the month of August. Forty-five candidates were invited to oral interviews and 10 candidates advanced to Chief interviews. These candidates will be filling current vacant positions and firefighter positions with will be vacated through future promotional process in the near future. Candidates successfully completing the background check process will then be offered employment with the City of Turlock. These recruits will be enrolled in the sixteen-week MST Fire Academy scheduled for November 7,2023.

Staff prepared for an MST captain promotional that will be held on Wednesday September 6th. This list will be used to fill vacant and anticipated vacant position before November

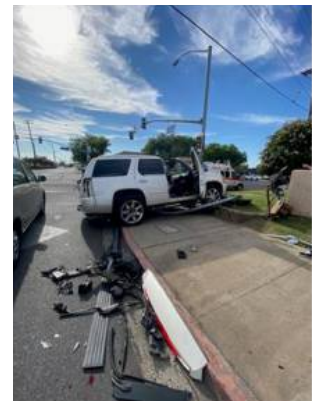


## **Fire Station 33**

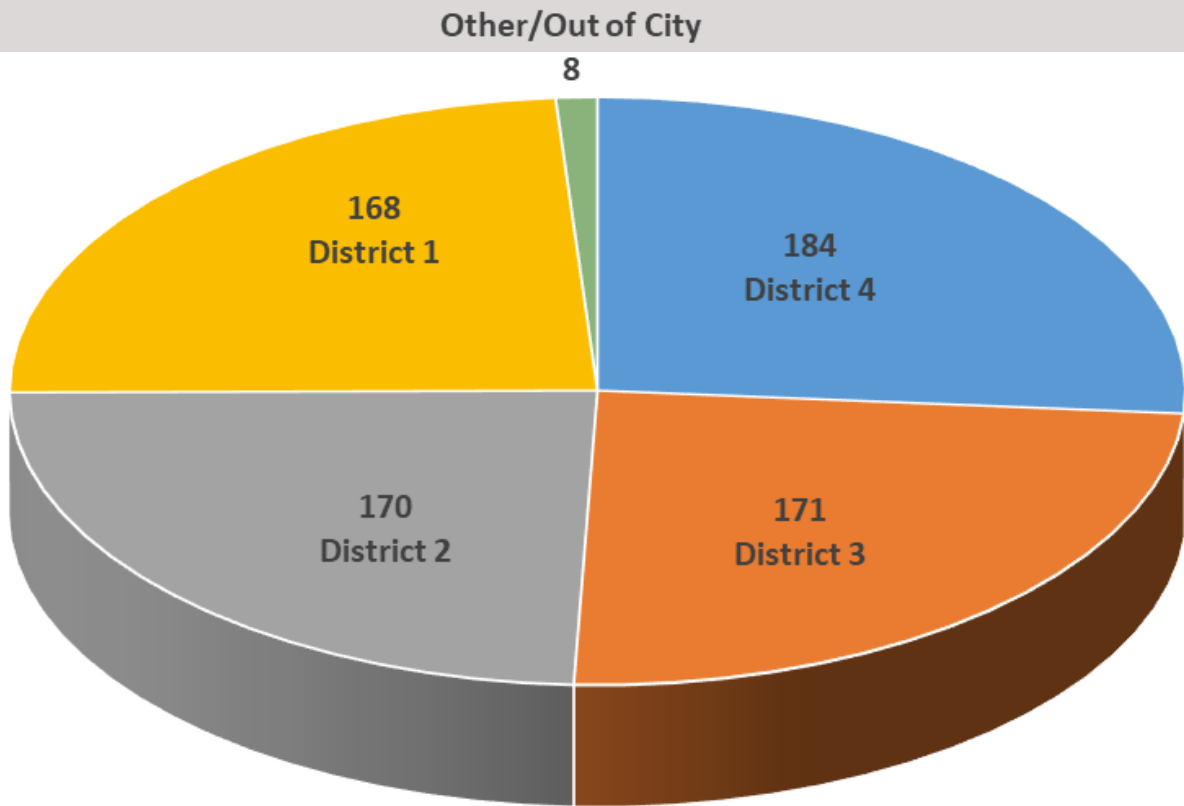
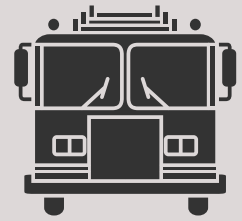
Roofing has been completed and are awaiting a few final issues to be addressed. Final walk through is scheduled for Friday September 8th.

## **Fire Station 32**

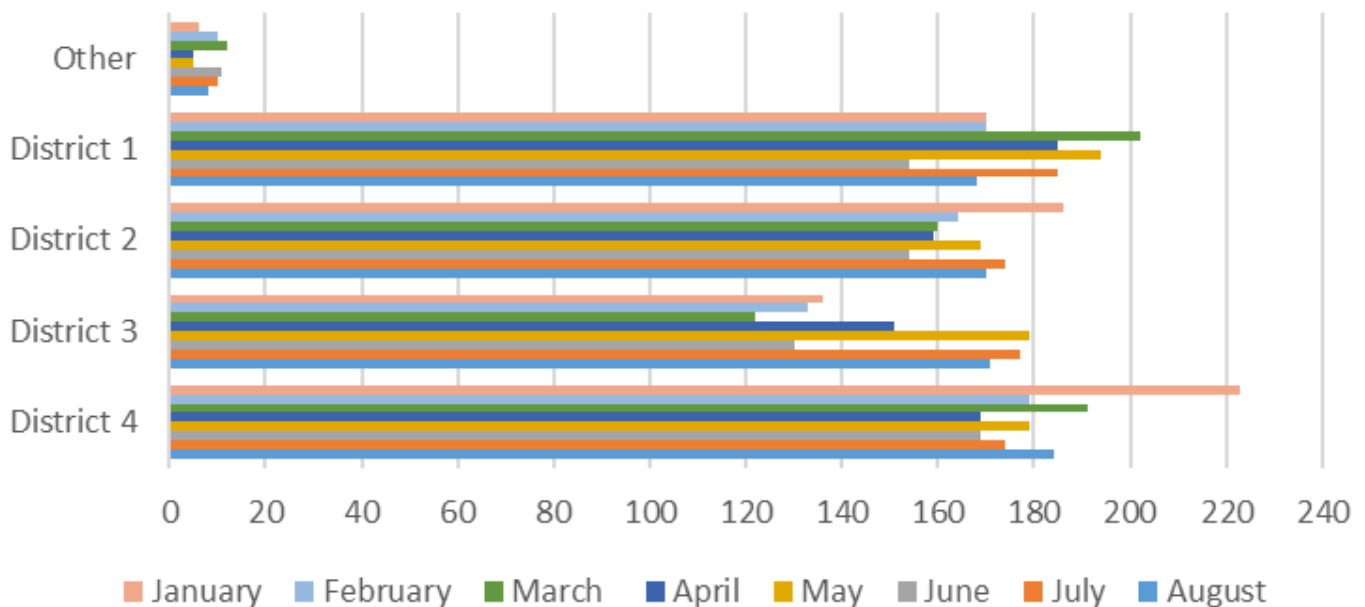
Roofing has been completed. Final walk through is scheduled for Friday September 8th



# CALLS BY DISTRICT



## January - August Comparison Calls by District

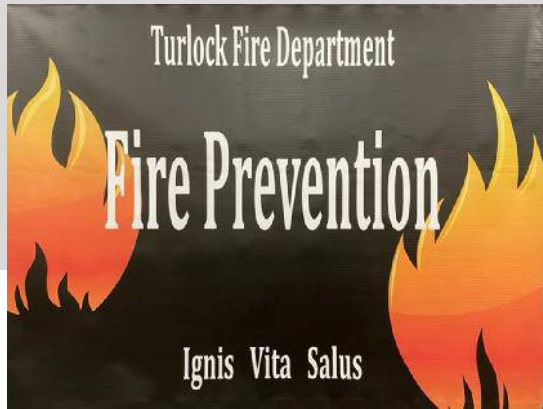


# TRAINING HIGHLIGHTS



- MST training division hosted several large station tours of 50+ attendees each.
- MST continued probationary firefighter 10-month testing.
- MST probationary 2202-2 firefighter written test.
- MST Continued captain test development, candidate preparation and training (test occurring at the Turlock PSF on 9-6-23).
- MST boat program development and training.
- MST truck academy logistics and scheduling.
- MST tech rescue and haz-Mat team training.
- MST quarterly EMS training (ALS – BLS CPR/Defib/LUCAS device).
- MST PCR and RMS training.
- MST continued Vector Solutions assignments.
- MST Training/After Action Review Committee stand-up.
- MST company officer development/OOG program development.
- Various students from MST began their second semester of Paramedic Training.
- Scheduled MST DICO Class for 1-11-24 and 1-12-24 (will work with surrounding cities/agencies to fill the remaining seats).
- Scheduled MST command staff (Chief Officer) training with Performance On Purpose for 10-24-23.
- TFD engineer's Test (held at the Turlock drill-grounds on August 23rd).
- MFD continued fuel reduction/heavy equipment training program development.
- Assisting COT HR with citywide ICS/NIMS training plan development.
- MJC/RFTC various clean-up and improvement projects.
- MJC/RFTC fall firefighter academy started.





# FIRE PREVENTION HIGHLIGHTS

## STATS

Type of Inspection	Total
Re-inspections	23
Occupancy	7
Solar	15
Building Finals - blue sheet	7
Hydro/Visuals	4
Misc./Other Inspections	11
Hydrant Flows	2
Final Fire Alarm/Sprinklers	8

### PLAN REVIEWS

7

### PRE DEVELOPMENT MEETINGS

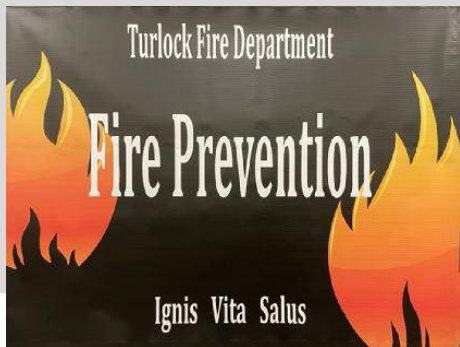
4

### ISSUED FIRE ALARM PERMITS

2

### ISSUED FIRE SPRINKLER PERMITS

4



## FIRE PREVENTION HIGHLIGHTS

The Fire Prevention Division continues to work with developers and contractors to ensure projects are completed in a timely manner and remove obstacles. Projects such as Divert, Turlock Memorial Park and the California State Animal lab are just a few examples. Prevention meet with contractors, project managers and the Deputy State Fire Marshal. We worked on ways to ensure accessibility or maintaining fire systems to the sites without creating undue hardship on construction timelines. We provided a live test of the fire water system for the State Fire Marshal and created a new partnership in the process. One project manager praised our willingness work in a manner that was acceptable and beneficial to both the project and the city.

State mandated inspections, solar, fire sprinkler, hood and alarm inspections continue to come in and take a bulk of the field and office time to keep project moving forward. A praise to my staff, Vanessa Hubbell and Ryan LeRoy for making a great customer service decision in my absence. A project needing minor review was able to be turned around in one day due to their creativeness and commitment to customer service. The owner of the fire system construction company came to the office to personally thank me for our service provided. Great job, Vanessa and Ryan!

On top of other office duties, I attended several administrative hearings regarding illegal fire work administrative citations. While time consuming, the goal is to reduce the number of illegal fireworks in the city of Turlock.

In an effort to continue moving forward with regionalization, I have been meeting with the Modesto Fire Marshal and staff. The goal is to learn how their system functions and begin to work more collaboratively. This is to share talents of specific individuals and provide assistance across boundaries. One of the challenges will be the nuances such as municipal codes of different jurisdictions. Some of this was aligned during the last code review but more work will be required for better standardization

**Circle K on Fulkreth  
with fuel pumps  
was a project  
finialed by the Fire  
Prevention Division  
during August.**





# CURRENT PROJECTS LIST

## Fire Department Current Project List



Name of Project	Assigned To	Project Start Date	Anticipated Completion Date	Current Status of Project
State Mandated Inspections – Fire Prevention Division	Engine Companies Prevention Division	7/2023	12/ 2023	In progress. Project reoccurs annually
Pre-fire Page update - Fire Prevention Division	Captain Nascimento	1/2023	12/2023	In progress and ongoing
RMS - Fire Prevention Division	Bickle and Hubbell	1/2023	12/2024	Various phases of the project. Phase 1 was organization of inventory-completed. Phase 2 is linking scanned documents to RMS system and initial data entry. Phase 3 is paperless inspections and automated data entry.
Fire Station 33 Roofing	Mike Harcksen	6/19/2023	9/15/2023	99% complete awaiting final walk through and sign-off of the project.
Fire Station 32 Roofing	Mike Harcksen	6/28/2023	9/15/2023	90% complete awaiting re-installation of metal roof edging.
Fire Station 32 Rain Damage	Mike Harcksen	7/19/2023	TBD <10/13/2023	COIT On-site completing dry out of walls and ceiling areas. Re-construction of areas opened up in the dry out phase will need to be completed. Insurance claim has been filled.
Fire Station 32 A/C unit update	Harcksen/Engineering	6/28/2023	11/1/2023	New curbs installed awaiting arrival of AC units ETA of late September.
Fire Station 31 Air Compressor	Mike Harcksen	8/1/2023	5/12023	Bid process for the compressor. Awaiting city to ID an architect to complete renovation of the room to accommodate installation of the new unit.
Fire Station 34 Remodel	Mike Harcksen	1/1/2024	TBD	Planning stage and awaiting city to ID an architect to complete planning phase.
Fire Engines 31 and 33 Replacement	Harcksen/Mallory	4/2022	11/2024	These two unit are in line pre-construction February of 2024, delivery in October of 2024 and scheduled to be placed in-service December of 2024.
Fire Engine 34 and Squad 32 Replacement	Harcksen/Mallory	4/2023	8/2026	These 2 units are in line for pre-construction in Nov 2025, delivery June 2026 and scheduled to be placed in-service in August 2026
MST Training/AAR Committee	Becker - Training	9-1-23	Ongoing	First committee meeting scheduled for 9-13-23
Captain Development Program	Becker - Training	8-28-23	November 2023	Met w/labor on 8-28. Training staff working on plan
MST Health and Wellness Coordinator	Eldredge - Training	9-1-23	Ongoing	Developing framework and priorities for program



# PUBLIC WORKS

ENGINEERING | MAINTENANCE  
RECREATION | FLEET | TRANSIT

## CITY MANAGER'S MONTHLY REPORT

*August 2023*

CONGRATULATIONS TO THE FOLLOWING EMPLOYEES WHO RECEIVED PROMOTIONS OR WERE HIRED THIS MONTH:

**KENNETH GRAGG, MAINTENANCE WORKER I**

**BILL MORRIS, CITY ENGINEER**

**JESUS ORTIZ, MAINTENANCE WORKER I**

**NINO PORTILLANO, MAINTENANCE WORKER I**

**XAVIER QUIROGA, SHIPPING & RECEIVING INVENTORY SPECIALIST**

## ENGINEERING CAPITAL PROJECTS

### CITY PROJECT 20-002 "SOUTHWEST QUADRANT ROAD REHABILITATION"

Construction continues as George Reed Inc grinds and paves certain streets located in the southwest quadrant of town. First set of pictures below illustrate the grinding down of 4-inch native material at the intersection of West Avenue North and Flower Street.



## CAPITAL PROJECTS, CONT'D

The pictures below are of the intersection of Flower Street and Alaska Avenue. The contractor grinded 1.5 inches and has completed paving. Striping has just been completed.



### CITY PROJECT 22-026 "ARMORY UTILITY EXTENSIONS"

The goal of completing this project so as to not interfere with two other City projects (CP 20-002 "Southwest Quadrant Road Rehabilitation" and CP 22-001 from the Roads Program) has been met! Construction started on July 20th and the project has now been completed. The project installed water services, sewer laterals and sewer main, a new fire hydrant, and a sewer manhole and on Flower Street and Alaska Street.

This project was a first for the contractor, Dynamic Underground Services, from Sanger, California. The owner, Tyler Silveira, sent a heart-warming email to our City Engineer and Public Works Director highlighting our Senior Public Works Inspector Roy Davis. In his letter, Tyler emphasized how helpful and experienced Roy had been throughout the whole project and how well they both worked together. Congratulations to Roy who truly deserves the recognition for his incredible work ethic with the City!

### CITY PROJECT 22-037 "FIRE STATION NO. 32 & 33 REROOF"

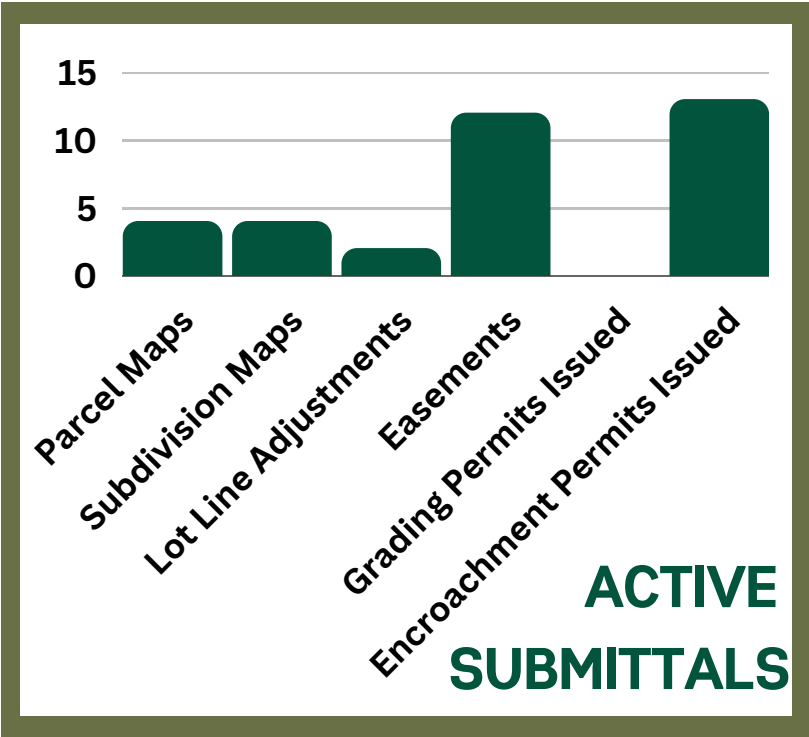
Work on Fire Station No. 33 has been completed by Pac Shield Roofing Inc. Work is still being done on Fire Station No. 32. The City's consultant, Blair, Church & Flynn (BCF) evaluated the issues with the sagging portion of the Fire Station No. 32 roof which is a major concern. BCF found that no structural work will need to happen which will save funds. Staff has coordinated a new roofing solution with Pac Shield Roofing to address the sag. There have been a few minor change orders to help combat issues with sitting water on the roof and to help address leakage. The roof is over 90% complete.

# ROADS PROGRAM

## CITY PROJECT 22-001 / 22-017

Reconstruction of Wayside Drive was accepted by the City Council On August 22, 2023. The Notice of Completion (NOC) was filed and recorded.

Cal Valley Construction, Inc. is in the process of paving Fosberg Road (Bid Package 3) and continues to work on Bid Package 1 (13 Streets). See pictures below of construction occurring at Fosberg Road.



## LAND DEVELOPMENT

**DEVELOPMENT PROJECTS**

Improvement Plans In Review: **16**

Approved, but pending other City requirements: **25**



## LAND DEVELOPMENT, CONT'D



Construction continues at the multi-family apartment complex located at 1525 Monte Vista Avenue. Ruben's Pipeline is installing a 96-inch French drain. Current regulations require that all new construction retain all of their storm water onsite. The 96-inch French drain will run across the east side of the property to west side. Pacific West Builder's Inc is the general contractor for the project. The apartment complex will include 12 three-story buildings with 348 units.

On August 1, 2023 Turlock Transit participated in the National Night Out community event at Columbia Park. Transit staff interacted with community members, distributed promotional items, educated the public on transit services and provided interactive opportunities with Buzz.

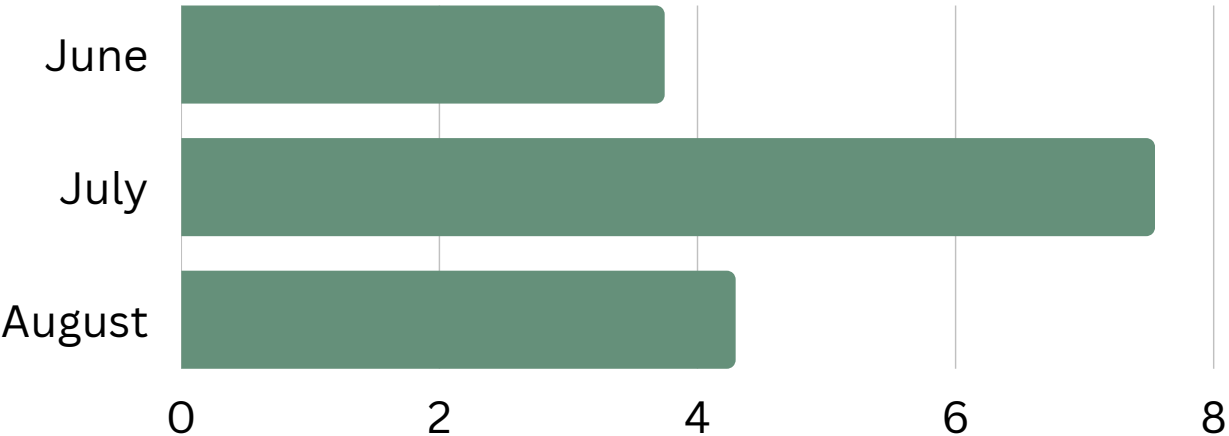
During the week of 8/20/23 Turlock Transit provided 6,980 fixed route trips to the public, which is a new ridership record. This is particularly notable because it did not occur during July, when we typically see ridership peaks due to free fares and the Fair. Our pre-pandemic (Feb. 2020) peak ridership was 4,631, so these latest figures are representative of substantial growth (50.7%).

## TRANSIT



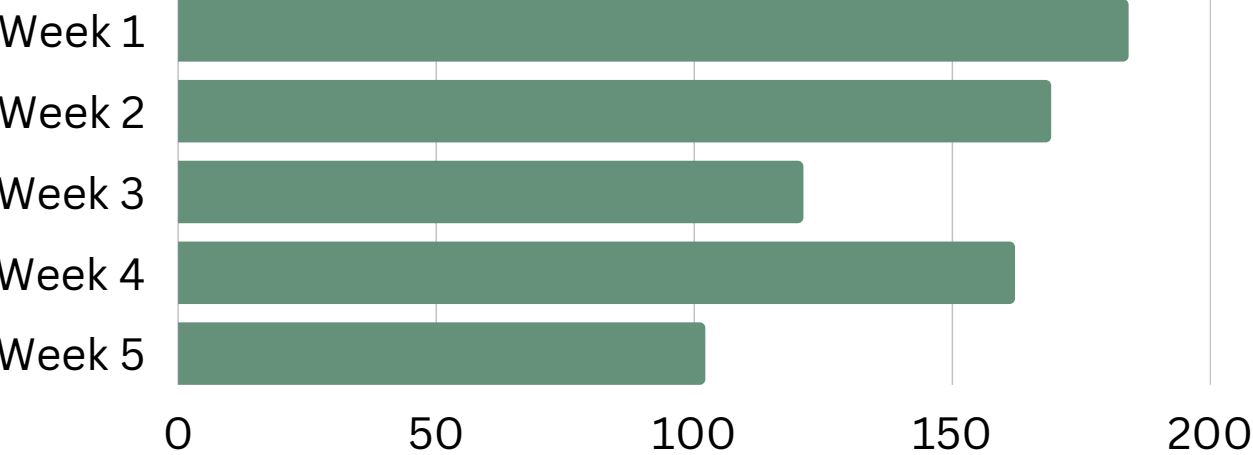
# MAINTENANCE STREETS

## ENCAMPMENT REFUSE CLEANED UP, IN TONS



Clean up occurred at the following areas: Boot Barn North Parking lot, Black Bear Diner, Olive/Wayside (alleyway & City lot next to it), 500 S. Tully (underpass area), Esperanza Ct, Travelodge area, and more.

## POTHOLES FILLED



## OTHER STREETS DUTIES

Our Streets Team, repaired/replaced various street signs around town; applied thermoplastic stop lines, limit lines, parking lot lines, and crosswalks; untangled flags on Countryside, painted curbs, removed damaged trees, trimmed islands, and more.



## STREETS, CONT'D



## PARKS

### IRRIGATION ISSUES

Donnelly had various lines break this month, including a main line in the west parking lot. TID made a repair on a utility line that was involved, and staff got the system back up and running.



## VANDALISM/CRIME

Donnelly Park underwent some more vandalism issues this month, including graffiti, damaging window screens in the bathrooms, and more.



## OTHER PARKS INFORMATION

Early in the month, staff spent time catching up on some routine park maintenance tasks, including cleaning up, mowing, and weeding the pond bank at Donnelly Park and trimming the trees at the Lander & Linwood storm pond.





# SENIOR CENTER UPDATE

## SLIDING GLASS DOORS

The Senior Center Sliding Glass Door Project has been completed. The old orange accordion style doors have been updated to a more modern frosted glass. The room has a more open feel especially with the natural light that filters through the glass. The Senior Group is pleased with the progress made on the Senior Center. This project was funded by the Per Capita Grant Program.



*Before*



*After*

## GAS RANGE

Another element has been completed as part of the Senior Center Improvement Projects. The old gas range has been removed and replaced with a new gas range. This gas range will be utilized by the Senior Lunch Program, the Turlock Senior Group and other users of the facility. This project was made possible by the Senior Nutrition Infrastructure Grant covering the entire cost of the gas range and installation.



*Before*



*After*

# RECREATION

## BEFORE/AFTER SCHOOL PROGRAMS

Staff participated in an Inservice meeting held on August 9th in preparation for the upcoming school year. ASES and PLAY programs officially opened on August 14th with the first day of school. Six ASES programs and eighteen PLAY programs that provide before school, midday, and after school care operate daily with approximately 1,200 participants and 110 staff. Ongoing recruitment continues to supplement staffing levels. The Marty Yerby Community Center after school program opened to local students offering broad range of activities such as arts and crafts, games and entertainment, homework assistance, physical activity and general recreation.



## SPECIAL EVENTS

On August 1, The City of Turlock Public Works Department in partnership with the Turlock Police Department held an event titled National Night Out. This event was held for the Turlock Community at Columbia Park and included bounce houses, complimentary food, activities for families, local organizations with prizes, and special visits from our Turlock Fire Department, TPD SWAT team, TPD Drone units as well as the TPD Crime Prevention Specialists.

The "Third Thursday" event hosted by Turlock Chamber of Commerce and scheduled for August 17 was cancelled due to excessive heat predicted for that day.

On August 15, Sacred Heart Catholic Church had their "Our Lady of The Assumption Celebration" in which they held a procession in the area around the church.



# RECREATION, CONT'D

## CLASSES & SPORTS

Summer Softball League finished the week of August 28th and will have playoffs in the first week of September. Fall Softball registrations closed on August 31st. We have a total of 68 teams signed up varying from Tuesday to Friday nights.

Dance registration opened August 4th and started August 16th. There are a total of 92 participants ranging from the 2 Years Baby & Me to Ballet 2. The classes are held at the Turlock Community Theatre on Wednesday and Thursdays. The session will conclude on Friday, November 10th, with the dance recital.

Summer Self-Defense ended August 28th. Fall Session 1 registration opened August 11th and closes September 18th. The session starts September 11th. We offer New Student, Orange & Yellow, and Purple & Above. These classes are held at the Turlock Senior Center and are a community favorite!

## TOURNAMENTS

Both Pedretti Park and the Turlock Regional Sports Complex have been busy with tournaments and hourly rentals. In August, there were 2 youth softball (30 teams each tournament) and 1 adult softball tournament (14 teams) at Pedretti. There was 1 soccer tournament played at the Turlock Regional Sports Complex (40 teams). Turlock Youth Soccer Association (TYSA) also started their season on August 26 and will continue through October.

## PUBLIC WORKS DEPT. MONTHLY REPORT ATTACHMENT:

Engineering Division's Current Project List



# Engineering Division

## Current Project List



**Only projects that have been before Council for a prior action are included (i.e. budget appropriation, professional services agreement, construction agreement, etc.)**

### Status Legend

In Planning = The project scope, budget, schedule, and design consultant agreement and fees are being developed.

In Design = Construction contract documents are in development.

Advertising/Bid Phase = The project has been advertised for construction bids, but has not yet been awarded.

Pre-Construction = The project has been awarded to a responsible and responsive contractor. The construction agreement, bonds, and insurance documents are in process of execution.

Construction = The project is under construction.

Project Closeout = The project is substantially complete. Minor corrective items, final quantities, and final change order negotiations and invoicing are being addressed.

Project Name	Assigned To	Project Start Date	Anticipated Completion Date	Current Status of Project
Fire Station 32 Roof Repair	Capital Projects Team	July 2022	November 2023	In Construction
Fire Station 33 Roof Repair	Capital Projects Team	July 2022	November 2023	In Construction
City Utility Trench Repair 2023	Capital Projects Team	September 2023	October 2024	Pre-Construction
Engineering and Traffic Survey (speed survey)	Capital Projects Team	January 2020	July 2024	In Design
Fulkerth Avenue Widening	Capital Projects Team	July 2021	December 2024	In Design
Lander Avenue Rehabilitation	Capital Projects Team	May 2021	September 2023	Project Closeout
Main & Tegner signal	Capital Projects Team	June 2022	June 2025	Right-of-Way
Pedras Road Rehabilitation (Geer to GSB)	Capital Projects Team	October 2022	June 2024	Advertising/Bid Phase
Signal Coordination on E. Monte Vista Ave	Capital Projects Team	July 2022	December 2023	Project Closeout
Signal Coordination on W. Monte Vista, Golden State, and Geer Rd	Capital Projects Team	August 2022	December 2023	Project Closeout
SRTS ADA Improvements	Capital Projects Team	June 2020	September 2023	Project Closeout
Slurry Seals 2023 (Assessment Districts)	Capital Projects Team	November 2022	June 2024	Advertising/Bid Phase
Intersection Improvements at Countryside Drive and Business Entrance	Capital Projects Team	September 2023	June 2024	Advertising/Bid Phase
SW Quadrant Road Rehabilitation	Capital Projects Team	February 2022	September 2023	In Construction
Fulkerth and Fwy 99 Interchange Improvements	Capital Projects Team	January 2006	December 2024	Project Closeout
Golden State / Berkeley / Golf Intersection Improvements	Capital Projects Team	January 2014	July 2025	Right-of-Way
Armory Utility Extensions	Capital Projects Team	March 2023	September 2023	Project Closeout
Surface Water Distribution System Improvements	Capital Projects Team	July 2018	April 2024	In Construction
Water and Sewer Main Extensions	Capital Projects Team	November 2020	September 2023	Project Closeout
Water Main Replacement Project #1	Capital Projects Team	October 2018	June 2025	Advertising/Bid Phase
Citywide Chlorination	Capital Projects Team	January 2020	December 2024	In Construction
TRWQCF Chemical System Upgrades	Capital Projects Team	January 2020	July 2024	In Construction
WQC Floatator No. 3 Recoating	Capital Projects Team	June 2020	September 2023	Project Closeout
City Hall A/C Replacement	Capital Projects Team	September 2022	October 2023	In Construction
Columbia Pool Demolition	Capital Projects Team	April 2022	September 2023	Project Closeout
Columbia Pool Renovation	Capital Projects Team	July 2021	December 2024	Advertising/Bid Phase

# Engineering Division

## ***Current Project List***



**Only projects that have been before Council for a prior action are included (i.e. budget appropriation, professional services agreement, construction agreement, etc.)**

**Status Legend**

In Planning = The project scope, budget, schedule, and design consultant agreement and fees are being developed.

In Design = Construction contract documents are in development.

Advertising/Bid Phase = The project has been advertised for construction bids, but has not yet been awarded.

Pre-Construction = The project has been awarded to a responsible and responsive contractor. The construction agreement, bonds, and insurance documents are in process of execution.

Construction = The project is under construction.

Project Closeout = The project is substantially complete. Minor corrective items, final quantities, and final change order negotiations and invoicing are being addressed.

Project Name	Assigned To	Project Start Date	Anticipated Completion Date	Current Status of Project
Pedretti Park Lighting Replacement	Capital Projects Team	February 2022	March 2024	Advertising/Bid Phase
Phase II Montana Park	Capital Projects Team	May 2023	December 2025	In Design
Senior Center Sliding Glass Doors	Capital Projects Team	November 2022	September 2023	Project Closeout